



IN THE MATTER OF The Public Inquiries Act, being Chapter 258 of The Revised Statutes of Alberta, 1955, and Amendments thereto; and,

IN THE MATTER OF an Inquiry by a Royal Commission into the matters set out in Order-in-Council 861/67 respecting the use or attempted use by the Honourable Alfred J. Hooke of his office as a member of the Executive Council of Alberta, and the use or attempted use by Edgar W. Hinman of his office as a member of the Executive Council of Alberta.

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## PROCEEDINGS BEFORE THE HONOURABLE MR. JUSTICE W. J. C. KIRBY

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W. ALAN SHORT, ESQ.,  
Clerk to the Commission.

VOLUME No. ....8.....

DATE September 21, 1967

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*Supreme Court Reporters*

EDMONTON, ALBERTA





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V O L U M E 8

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Comments by Mr. Maynard

PROCEEDINGS before the Honourable  
Mr. Justice W.J.C. Kirby, this 21st  
day of September, A.D. 1967, at 9:00  
o'clock in the morning, at the Court  
House, in the City of Edmonton,  
Province of Alberta

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THE COMMISSIONER:

Mr. Maynard?

MR. MAYNARD:

Mr. Commissioner, yesterday I made a statement to the Commission about an Order-In-Council or a Ministerial Order that had been filed or signed at the time that the M.D. of Strathcona had withdrawn from the Edmonton District Planning Commission and I stated at the time my impression was and I seem to remember back a Ministerial Order had been signed and that I had signed it as acting Minister.

My friend Mr. Friedman is not here yet but we have found that I was wrong and in fact an Order-In-Council was passed, Order-In-Council number 1148/54 dated August 16th, 1954 signed as acting Chairman of the Executive Council by Dr. W.W. Cross and, the Order-In-Council refers to the report of the Honourable, the Acting Minister of Municipal Affairs dated August 16th, 1954. I haven't got before me yet the recommendation made by the Acting Minister of Municipal Affairs and I hesitate to make any further statement connected with it due to the fact that I was wrong yesterday. I am now under the impression that that is the statement that I signed and we are endeavouring to get that one also but, this is the Order-In-Council without the recommendation of the



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Comments by Mr. Maynard.  
Noel Dant - Clement Ex.

MR. MAYNARD: (cont.) Acting Minister of Municipal Affairs  
attached.

THE COMMISSIONER: That will be Exhibit 188. Would  
you identify it?

ORDER-IN-COUNCIL NUMBER 1148/54 IS  
MARKED AS EXHIBIT 188.

MR. CLEMENT: Exhibit 188 is an Order-In-Council  
dated Monday August 16th, 1954 number 1148/54 and upon  
following recitals, it says:

"Therefore upon the recommendation of the Honourable,  
the Acting Minister of Municipal Affairs, the Executive  
Council advises that Order-In-Council 777/50 be and is  
hereby amended to alter the District Planning area by  
withdrawing therefrom the area of land included in the  
Municipal District of Strathcona number 83 and that  
the Municipal District of Strathcona number 83 shall be  
withdrawn as a member of the Commission." Signed by  
W.W. Cross, Acting Chairman and certified a true copy  
by the Clerk of the Executive Council.

I call Mr. Dant.

NOEL DANT, sworn, examined by Mr. Clement:

Q MR. CLEMENT: Mr. Dant, you acknowledge you are  
still under oath for purposes of this inquiry?

A That is right.

Q Mr. Commissioner, I believe that Mr. Dant stood down just  
before Mr. Maynard commenced or was going to commence cross-  
examination but, there are one or two matters that were left





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Noel Dant - Clement Ex.

Q (cont.) unfinished and perhaps I could deal with them now before Mr. Maynard proceeds with his cross-examination.

The first point I would like to deal with Mr. Dant is in relation to Exhibit 180 and in particular the second portion of it under the title subdivision of approving authorities 1950 to 1960 in Strathcona. Now, since this was put in Exhibit Mr. Dant you have done further research to determine whether this accurately reflects the situation?

A That is correct Mr. Clement. When I prepared that original chart I am afraid I didn't go back into the past far enough to get my terms of reference for the approving authority as of 1950 and consequently I have prepared a corrected list for the Commission's purpose and, in this list, depending on the different dates involved, the Provincial Planning Advisory Board, not only was the approving authority for the tentative plans but also for the final plans.

Now, the last time I was in the box I described the different kinds of plans that the Commission have been hearing about but I don't think I defined the tentative plan too well and I am sorry to have to introduce still another type of plan but it is really quite simple. When a person applies for subdivision the first plan which is prepared, which is usually a sketch, not necessarily surveyed on the ground, is called a tentative plan and if that gets approval from the approving authority, this is the cue for the surveyor to stake out the matter on the ground and also to start preparing his





1-P-4

Noel Dant - Clement Ex.

A (cont.) linens and we call the approval of the linens the endorsement stage so that you have a tentative plan and a final plan.

Q Now the tentative plan at that period of time was examined by the Provincial Planning Advisory Board?

A Yes, between certain dates that I have down here, '49 at least, until August 1st, '53, this was the function of the Provincial Planning Advisory Board was to approve the tentative plan as well as endorse the linens.

Q Well now, just dealing with the tentative plan, that would be an indication to the developer that he was on the right track?

A That is right, that is the whole purpose of it.

Q Then having given the approval to the tentative plan a more detailed plan would be developed?

A No, it isn't necessarily a more detailed plan Mr. Clement, the linens have to conform to the approved tentative plan.

Q Yes?

A There may be very slight variations in things which came up as a matter of surveying.

Q Oh, I follow you, yes, I see. Then, when the linens are prepared from the tentative plans they went back again to the Provincial Planning Advisory Board?

A That is right, between these dates, that is correct.

Q Yes, and what was the function of the Board then when the linens before it?



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Noel Dant - Clement Ex.

A Well, they endorsed the linens.

Q Is that a statutory function?

A I am sorry?

Q Was that a statutory function?

A Yes, statutory function.

Q For the purpose I suppose of demonstrating that the approval of the tentative plan has been satisfactorily followed in the linens?

A That is correct, yes. This statutory function was given to the Board partly through the Department of Public Works Act, going back a little further and then, in addition to that, the Surveys and Expropriation Act, in concert with the then Town Planning Act.

Q Yes?

A Because the respective dates, the Act, the Planning Act was called the Town Planning Act in those days from about '43 on I think it was, or something like that.

Now, on August 1st, 1953 due to some changes in the subdivision regulations the Edmonton District Planning Commission became the approving authority for the tentative plans.

Q Changes in the subdivision regulations?

A Yes.

Q And those are regulations by Order-In-Council?

A No, these are by virtue of these other statutes that I have mentioned.

Q But the regulations themselves were promulgated by Order-In-





1-P-6

Noel Dant - Clement Ex.

Q (cont.) Council?

A Oh yes, that's correct and, as I have mentioned, between those dates, the Edmonton District Planning Commission was the statutory approving authority both for the tentative plan and for the endorsed linens but, in addition, the endorsed linens had to go up to the Director of Town and Rural Planning for his endorsement.

Q I see?

A So there was a double endorsement as we recollect on some of these registered plans we discussed the other day but the thing that I want to clarify now which was not on the Exhibit before is that the linens in their endorsement by the Director of Town and Rural Planning, the Act says on behalf of the Board. Now, this kind of relationship carried through for some more years, the regulations were revised or rewritten, the Acts were changed slightly here and there until up to sometime in June I think it was in 1960 when the -- I am not sure if it is the Act but certainly the regulation prescribed the Director could sign it on his own right without reference to on behalf of the Board and this roughly is the situation up to this day.

Q Yes. Now Mr. Commissioner, Mr. Dant has referred to the subdivision regulations as they existed at the relevant time and you have intimated to me that you would like those regulations put before you so that you can determine from them in what respect the plans prepared by Mr. Holloway and so on might have varied. Mr. Dant says that he has a dossier





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Noel Dant - Clement Ex.

Q (cont.) of these, otherwise they might be difficult to find, that he will lend them to me and if this meets with your approval and the convenience of counsel I will have some photostat copies made, one to be filed as an Exhibit and a few more for the assistance of counsel.

THE COMMISSIONER: Gentlemen, do you have any objection to putting in a photostatic copy of these regulations without the necessity of recalling Mr. Dant?

MR. GILL: I have no objection.

THE COMMISSIONER: I ask Mr. Clement mainly for my own convenience so that when I am referring to the regulation I would like to have the regulation in front of me, rather than anybody's interpretation of it.

MR. GILL: I agree.

MR. MAYNARD: No objection, My Lord.

MR. CLEMENT: These are the subdivision regulations it has been said that the plans failed to comply with in respect of back lanes and --

THE COMMISSIONER: Of course, if there is anything arises that you felt you wanted some comments on from Mr. Dant then of course, we will recall him. He is subject to recall on that basis.

MR. GILL: Thank you.

THE WITNESS: Mr. Commissioner, I don't have much need to refer to these old regulations except in cases like this and I have them all bound up in one volume which I



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Noel Dant - Clement Ex.

THE WITNESS: (cont.) brought with me, I could leave that with you.

THE COMMISSIONER: That is fine, Mr. Clement will see that it is returned to you.

Q MR. CLEMENT: Now then Mr. Dant are there any further comments you wish to make on this revision that you have been discussing?

A I think the only other comment Mr. Clement is that I would like these new, this new piece of testimony to be read in conjunction with some of the testimony I made last Friday where I was a little bit off kilter, in some matters.

Q Yes?

A I think possibly in some of the --

Q Well, in other words Mr. Dant insofar as your testimony dealing with these authorities varies from this sheet it should be taken as corrected by this sheet?

A Please.

Q Yes. May I put it in evidence then, sir?

THE COMMISSIONER: Exhibit 189.

LIST OF SUBDIVISION APPROVING  
AUTHORITIES (1949-1963) MARKED EXHIBIT  
189.

Q MR. CLEMENT: Now Mr. Dant, you were also asked to see what records could be unearthed going back into these early days in respect of individual applications for subdivision of the Campbelltown area. Were you able to find anything of any assistance?

A I was only able to find odd bits of paper, I am afraid I





1-P-9

Noel Dant - Clement Ex.

A (cont.) will call them. I had assumed last Friday that the procedures, the Departmental procedures would be similar to what they are since I arrived on the scene and I found that wasn't the case. Apparently every individual subdivision application at that time was not kept in a separate file like we do now and consequently I had to wade through a mass of files which came under the various headings like S, short for Strathcona and all the other places in Alberta called S and C, Campbelltown and some particular ones for Strathcona per se, four or five volumes and in all these various volumes there was odd bits of paper referring to one or other of these subdivisions, not in any chronological order.

Q Have you brought those with you?

A I beg your pardon?

Q Have you brought those with you?

A I dug out what I could find and I don't think there is one complete application here that I can find out.

Q Mr.Dant, in your own examination of those papers, is there anything that in your view bears on the subject of our inquiry here?

A I don't think that these pieces of paper would be much use to anybody because they don't go far enough.

Q Yes?

A For instance, there is a letter on one of these things from the Edmonton District Planning Commission referring the linens to my predecessor Mr. Lash for signature, that kind



1-P-10

Noel Dant - Clement Ex.

A (cont.) of thing.

Q Yes?

A I have got one complete application which has nothing to do with this which I brought up as a sample in case these gentlemen would like to see how these things could be or should have been I suppose, those days.

Q Perhaps were but we can't prove it now?

A No.

Q Well, in that case Mr. Commissioner I have suggested to Mr. Gill and Mr. Wright that I might just table this file of papers for their examination and if they find something more significant than appears so to Mr. Dant why it may be dealt with.

A I think one should say that that is the sample and has nothing to do with Campbelltown.

Q I might observe that the top group of papers is the sample that Mr. Dant has referred to, no relationship here, merely an example of one complete file anyhow.

MR. WRIGHT: My Lord might that possibly be Exhibit 187B being really the completion of the Government file?

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT: If you wish sir, it is not -- the only thing I have in mind is if my friend in fact finds nothing in it then we have got an Exhibit of nothing.

THE COMMISSIONER: Well, the only thing is if you Exhibit





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Noel Dant - Clement Ex.  
- Bowen Ex.

THE COMMISSIONER: (cont.) it it identifies it properly.

MR. WRIGHT: The point is it may make sense out of something in 187 which otherwise does not make sense.

THE COMMISSIONER: Yes, put it in as Exhibit 187B.

FILE OF PAPERS ENTERED AS EXHIBIT  
187B.

Q MR. CLEMENT: Mr. Dant, I take it there is no great urgency for the return of these two files to the Government records?

A None in the least, I wouldn't mind if they were put in the wastepaper basket.

Q Too bad that hadn't occurred earlier. So far as I recall Mr. Commissioner that is all that is left over for Mr. Dant aside from the cross-examination by Mr. Maynard.

THE COMMISSIONER: Well Mr. Gill, have you any questions to ask arising out of this new evidence?

MR. GILL: No Mr. Commissioner I would like to look at the file and if something is required I am quite sure Mr. Dant can be recalled.

THE COMMISSIONER: He will be recalled. Mr. Bowen?

MR. BOWEN EXAMINES THE WITNESS:

Q Yes sir, thank you. Mr. Dant, you have told us this morning that certain changes in the regulations were initiated in 1953 and again in 1954?

A '53 for sure. No, there was nothing in the regulations that were changed in '54. '53 was the time.

Q Well I understood you to say there were changes made so that



1-P-12

Noel Dant - Bowen Ex.

Q (cont.) Director of Town and Rural Planning could approve of a plan on his own authority?

MR. FRIEDMAN: Mr. Commissioner, the evidence given with regard to that is that this authority was given to the Director in 1960, approximately.

THE COMMISSIONER: 1963 according to this memorandum.

MR. BOWEN: My notes are erroneous?

A No I mentioned that the changes Mr. Bowen were up to August 1953 and then from August 1st '53 on there was a change there but not in '54 as such.

Q There were changes though in the regulations?

A Yes, oh yes.

Q Now, under ordinary circumstances, who initiates these changes in the regulations?

A Well once again I can only presume because I wasn't in the position I am in now and, in my time I invariably initiated them or the Board itself might.

Q Is there any indications in your file that these changes were initiated at the request of a Cabinet Minister?

A Oh no.

Q Has that ever occurred in your experience?

A No sir.

Q I take it then that the changes come from the staff of the Department rather than from the head man?

A More times than not, yes. I would say always.

THE COMMISSIONER: Mr. Crawford?





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Noel Dant - Bowen Ex.

MR. CRAWFORD:

I have no questions Mr. Commissioner.

THE COMMISSIONER:

Mr. Wright?



1-B-1  
Noel Dant - Wright Ex.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES THE WITNESS:

Q What was it had to follow this, to follow within one year of the initial step, is that the final plans, the linens that is to say, have to follow from one year from the preliminary plan?

A You are talking about the time between which an approved plan must be registered?

Q Yes?

A Yes, yes, that is a twelve month period.

Q Yes?

A Now, I would like to distinguish between two different periods of time. There is a period of time in the regulations between which the tentative plan, which has been approved, and the submission of the linens from those plans. That is one period of time. That is limited to twelve months, at different times again. And then the second period of time is once the linens have been endorsed, then they have to be registered within that twelve month period.

Q Within a further twelve month period?

A No, it says in the various Statutes within the twelve month period.

Q Within the same twelve month period?

A No, no, these are two different times. The tentative plan is approved by the approving authority.

Q Yes?

A Which gives the surveyor I mentioned his cue to prepare the





1-B-2

Noel Dant - Wright Ex.

A (Cont.) linens.

Q Yes?

A Now, those linens, when they are finalized and resubmitted to the approving authority has to be done within that twelve month period.

Q Yes?

A That is one period.

Q Yes?

A Okay. Now, the linens are then endorsed by the approving authority, and incidently, they go down to the Director of Surveys for his endorsement too, and then on to Registration. The period of time between endorsement on the linens and the date of registration must also be within another twelve month period.

Q That's what I say, a second twelve month period?

A Yes, that's right.

Q And if you miss that you have to do the whole thing over again?

A No, not necessarily. Which one are we talking about now?

Q The first one?

A The first one?

Q Yes?

A So far as I can find out, I was doing some research on this matter over the weekend, at one time it had to be within the twelve month period and if it wasn't it was void. On another set of dates it was -

Q And when did that period come to an end?



1-B-3

Noel Dant - Wright Ex.

A I beg your pardon?

Q When did that period come to an end?

A Excuse me, can you give me a little time to look at my notes?

Q Yes.

A This is when I was bringing these qualifications according to the regulations at different times, and also the Statute mentioned on one occasion; but as of August 1st, 1953 the regulation, O/C969-53 states that:

"The Director of Town and Rural Planning shall only sign a plan of subdivision in accordance with Section 27 when a plan has been approved within the previous twelve months or such greater period as the Director may in his discretion determine."

Q That is the Director of what?

A Well, I would imagine that if I was administering that kind of a thing -

Q No, no, which Director are we referring to?

A Oh, the Provincial Planning Director.

Q The Provincial Planning Director?

A The Director of Town and Rural Planning as he was called in those days, that's right, so that you see there was discretion in his hands. Now, I can't find anything at that time that there was any discretion in the Edmonton District Planning Commission as an approving authority for that discretion; in other words, if they wished to allow another period of time outside of the twelve months I presume he would have to ask the Director for that discretion to be used.





1-B-4

Noel Dant - Wright Ex.

Q Yes, but you say that at one time there was no discretion?

A Well, this comes a little later I think. This regulation that I was referring to as of August 1st '53 apparently has no Alberta regulation number, but that, for some funny reason, I don't understand it, it was refiled and readopted I presume on September 5th '57, and Regulation 88-57, exactly the same document, so that, what I have just said about this twelve month period still applies up to '57. Now, a new regulation came out in 1960 and Alberta Regulation 185-60, and that regulation, in that regulation it says that:

"The Director or an approving authority ..."  
this time,

"... may refuse to endorse a plan of subdivision if it has not been submitted within twelve months of the date on which the application has been approved."

The word "Application" there means the tentative plan, and then it goes on to say a little further that:

"... when endorsing a plan of subdivision the Director of Town and Rural Planning or the Director of Surveys may limit the time during which the endorsement shall be effective.".

Now, I am talking about the second twelve month period.

Q Yes, thank you, Mr. Dant.

THE COMMISSIONER: Mr. Dant, will you clarify the meaning, arising out of Exhibit 189, I notice that after August 1st, 1953, until March 29th, 1963, all final linens were



1-B-5

Noel Dant - Wright Ex.  
- Maynard Ex.

THE COMMISSIONER: (Cont.) endorsed by the Director of Town and Rural Planning on behalf of the Provincial Planning Advisory Board, and after March 29th '53, in his own right. Would that mean, in a case up until 1963, in that ten year period approximately, would the Director have to submit the linens to the Board before he signed on their behalf, or would he make the decision himself?

A No, I don't read it that way, Mr. Commissioner. If the Director was satisfied that the final linens were in keeping with the tentative approved plan I would imagine, now I can only say that, that he would have signed them without reference to the Board unless there is some very special problems connected with it which needed more than his own mind to it.

THE COMMISSIONER: Thank you.

MR. CLEMENT: In that connection, Mr. Dant, the Director was in fact a member of the Board at this time?

A Oh, yes, he was an executive member during all these times we are talking about.

THE COMMISSIONER: Mr. Maynard?

MR. MAYNARD EXAMINES THE WITNESS:

Q Mr. Dant, I would like to pursue this line of questioning in relation specifically to the various plans that were filed in connection with Campbelltown. Now, on September 9th, 1953, there was a vote taken by the Edmonton District Planning Commission in which approval was given by a vote of nine to six on a certain application, which also had





1-B-6

Noel Dant - Maynard Ex.

Q (Cont.) attached to it a certain plan; do you remember this?

A Oh, yes.

Q What would you call that proposal, an outline plan or a tentative plan?

A Oh, no, this would be an outline plan.

Q An outline plan. Then after this vote of approval had been given in the normal course of events the rest became somewhat routine procedure?

A Within the terms of reference of this adopted outline plan in principle, one would say that an individual subdivision plan for a small piece of this outline plan would go through the usual subdivision procedures, and from then on it would be routine, yes, as they came in subsequently.

Q Yes. The next step after that was the submission of what we might, you might call a tentative plan, was that the Count's plan?

A Well, these would apply, in all these routine cases you mentioned, we have mentioned, a tentative plan comes in first for the smaller area proposed to be subdivided.

Q Yes, would you call the Count's plan a tentative plan?

A No, I would not. Oh, just a minute now; no, I would not be able to call it that but I would have to qualify it because I have never seen it, but from what we have in our records, that it was supposed to circumscribe four or five sections of land, I would have to call it an outline plan.

Q That would still be an outline plan in the same category as the plan which was approved in 1953?



1-B-7

Noel Dant - Maynard Ex.

A Yes, the same category, yes.

Q Then after the Count's plan had been submitted there was a further substitution made for the Hanlin - O'Donnell plan?

A Yes, that is correct.

Q Do you remember that plan?

A Yes, I have seen that one.

Q Now, is that also an outline plan or a tentative plan?

A No, this is an outline plan.

Q Another outline plan?

A That's right.

Q Then when was the first tentative plan submitted?

A In Campbelltown proper?

Q Yes?

A Or in Campbelltown Heights? May I leave the box? It would be this plan Mr. Maynard, which has got the figure "6" on it, which was registered in July 22nd, 1955. That would be the first, or, well, a tentative plan would have to cover that prior to its registration.

Q Now, let's just break there for a moment. All the plans submitted before this were outline plans and the general principle had been approved in September 1953; was there any time limit within which after the approval of an outline plan that tentative plan or plan of subdivision should be filed?

A I wouldn't know, Mr. Maynard. The twelve months I have been talking about, the two different periods of twelve months, really had nothing to do with outline plans.





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Noel Dant - Maynard Ex.

Q That's right, I understand that.

A So that I very much doubt whether there was a time limit imposed. There certainly wouldn't be now on an outline plan, being partly registered, if that is the question.

Q That's right. Now, tentative plan covering the area "6" was registered on July 22nd, 1955; do you know when that application was first made?

A No, I have no idea, Mr. Maynard. I had hoped in my research into these files that there might be some clue there, but I am afraid I have found nothing on that.

Q Well, Mr. Dant, I am not going to cover each one of these various tentative plans of subdivision, but during this period of time from July 1955 when the first tentative plan was registered, I take it, or do you know if there was some delay of twelve months in the first period or twelve months in the second period of time, during the time you mentioned, during which the plans were not registered?

A No, I would have no knowledge of that.

Q And if there had been any delay -

A Yes.

Q - did anyone have any discretion to extend the period of time for registration?

A Yes, I think I just mentioned a little earlier that the Director of Town and Rural Planning did have discretion on that matter.

Q That's right, so that it would not be necessary for the applicant to start all over again if the, in fact there had



1-B-9

Noel Dant - Maynard Ex.

Q (Cont.) been an extension in accordance, an extension granted in accordance with the regulations?

A Yes, if he was prepared to use his discretion I would say no, it would not have to be done again.

Q Now, after the withdrawal of the Municipal District of Strathcona from the Edmonton District Planning Commission in 1954 this entire project was dealt with by the Provincial Planning Advisory Board, is that correct?

A The Director of Town and Rural Planning on behalf of the Board.

Q By the Director personally on behalf of the Provincial Planning Advisory Board; and during that period of time within which Strathcona was out of the Edmonton District Planning Commission were there any tentative plans filed with the Director?

A May I look at the chart again -

Q Yes.

A - to get my dates, please? Yes, there must have been four of them.

Q And do you know if there was any delay in the registration of these particular four plans?

A No, I have no knowledge of that.

Q You have no knowledge of that?

A No.

Q And, again, if there had been a delay the delay could have been waived by the Director, the registration, date of registration?





1-B-10

Noel Dant - Maynard Ex.

A There might have been, depending on his discretion.

Q Yes. After the Municipal District of Strathcona came back into the Edmonton District Planning Commission, are you familiar with when it came back?

A The date, you mean?

Q Yes?

A Yes, it was sometime in '56, wasn't it?

Q Yes, and the area had started to be developed at that time, plans, some plans had already been registered, and some development work had started. Now, was this matter referred back to the Edmonton District Planning Commission once Strathcona came back into the picture?

A Well, once Strathcona had come back any new application to subdivide would automatically go to the Commission in the first instance, as the statutory approving authority. I haven't quite got your point, possibly?

Q Yes, and when you refer to "new" applications, I take it that would be applications in addition to the ones that had already been filed and registered?

A Well, the ones that had been filed when the withdrawal was in force, the files -

Q Excuse me?

A Yes.

Q I am referring to applications filed and approved during the period of time that Strathcona was out?

A Yes.

Q Now, my question was to the plans that would be submitted



1-B-11

Noel Dant - Maynard Ex.

Q (Cont.) for approval after Strathcona came back; now, you said "new" plans, and do I understand by "new" plans, plans that would be filed, that were filed after Strathcona became part of the Edmonton District Planning Commission once more in addition to those that had already been filed and registered?

A Yes, there would be new ones, of course, which came after that date in '64, and possibly, I am only conjecturing now, but that if some of the ones which had been done in the time of withdrawal hadn't been taken to fruition, hadn't been completed, that the Director of Town and Rural Planning would refer that file back to the Commission. Now, I say this with some reservations because I think according to The Interpretation Act, if I am quoting the right Act, once a thing has been started by one authority I have always assumed that that authority should complete the job. Now, there have been one or two other withdrawals from other Commissions, not too many, in which case the complete files of the Commission had been forwarded to me to carry out the rest of the processing, so that I cannot really answer your question explicitly on every application.

Q I will break it down again. There were some applications that were filed with the Director of The Provincial Planning Advisory Board while Strathcona was out, but the processing of which was not completed when Strathcona came back in. I am eliminating those. There were other applications that were made after Strathcona came in, those are





1-B-12

Noel Dant - Maynard Ex.

Q (Cont.) the ones I am concerned about?

A Yes, well, they would go directly to the Edmonton District Planning Commission and the Director of Town and Rural Planning would have no knowledge of those until the linens came up for his endorsement.

Q Have you any knowledge as to whether in fact those applications did go to the Edmonton District Planning Commission?

A Oh, yes, the plans that were, the copies of the registered plans which were filed with the Commission would indicate that by the signatures on these prints, these prints that we went through the other day.

Q Yes?

A They were contained, they would contain the stamp and the signature of the Director of the Edmonton District Planning Commission.

Q Fine. Now, we have established that the plans that were started afresh after Strathcona came back went in the first instance to the Edmonton District Planning Commission?

A That's right.

Q Now, what about the category of plans that had been processed by the Director of the Provincial Planning Board at the time Strathcona came back?

A Well, I did preface my remarks, I think, Mr. Maynard, by saying there might have been some, I don't know whether there were.

Q So that you don't know then if those were referred back to



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Noel Dant - Maynard Ex.  
John H. Holloway

Q (Cont.) the Edmonton District Planning Commission either?

A No, I can't say that, no.

Q Not knowing if there were any or not. Fine, thank you,  
Mr. Dant, that's all.

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT: No, I have no further questions, sir.

THE COMMISSIONER: Thank you, Mr. Dant.

A Thank you.

(The witness retires.)

MR. CLEMENT: Mr. Holloway.

JOHN H. HOLLOWAY, recalled to the stand.

THE COMMISSIONER: Mr. Gill?

MR. GILL: Mr. Commissioner, before Mr. Dant  
leaves I notice that he brought with him a green file or  
a dossier. Is that the one that you were discussing, Mr.  
Clement, because we have had a rather happy experience with  
Mr. Dant, he comes exceptionally well prepared but we  
sometimes don't see it until later on in the examination.  
He put it back in his brief case, Mr. Clement.

MR. CLEMENT: I was looking for the second file of  
papers that you left for the examination of counsel,  
Exhibit 187B. Oh, yes.





1-M-1

J. H. Holloway - Maynard Ex.

JOHN H. HOLLOWAY, recalled, examined under his former oath,  
testified as follows:

MR. CLEMENT: Mr. Commissioner, the green-covered file that Mr. Gill has referred to contains copies of the documents that have been put in exhibit, and nothing more, except the index that had been prepared for Mr. Friedman, and for which he claims privilege.

MR. GILL: Thank you, very much, Mr. Clement.  
I noticed that Mr. Dant had it in front of him in the witness box, and thus I made the enquiry. Thank you.

Q MR. MAYNARD: Mr. Holloway, in testifying yesterday you indicated that Mr. Plotkins was opposed to the townsite of Campbelltown at the outset, but that later he swung his views around somewhat in favor of it. Was that the substance of your testimony yesterday?

A I think that that was what I said, but I would like to modify that to this extent: that Mr. Plotkin was not opposed, he was, let me say, doubtful about the proposal in the first instance, and was less doubtful as time went on.

Q I am reading to you from Mr. Plotkin's report which was filed as Exhibit 161, page 8 of the report, the following paragraph, paragraph 5: The submission has been very ably presented and shows a considerable knowledge of some of the important considerations of town planning. The statements put forward are plausible, and the outline plan is promising. The proposal in general seems reasonable when considered as



1-M-2

J. H. Holloway - Maynard Ex.

Q (Cont.) an independent townsite, but many weaknesses and serious omissions on the basic assumptions are brought to light by careful analysis.

Do you remember that statement in the report?

A Yes -- I remember a statement to that general purport.

Q And is this what you based your view on that <sup>at</sup> the outset he was favorable to the general concept?

A Yes.

Q But of course, Mr. Plotkins did in fact point out that the -- the many weaknesses that he enumerated in detail in his report -- .

A Yes.

Q And when you say that he swung around gradually towards the acceptance of the townsite, was it because of the weaknesses that he referred to in his report were finally dealt with and eliminated?

A I think partly. He didn't wholly swing around. There were still some remaining doubts in his mind, I am sure, but before the question came to a conclusion, that stage of the question came to a conclusion, he left the Commission, so that there would still be some outstanding questions about the matter, as far as he was concerned, at the time he left.

Q Yes, there were still some reservations in his mind about the entire project?

A That's right.

Q But the general statement of approval that he gives here,





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J. H. Holloway - Maynard Ex.

Q (Cont.) subject to the weaknesses and so on -- .

A Yes.

Q -- is what prompted the report?

A Yes.

Q Now, did, as a matter of fact, the weaknesses that Mr. Plotkins indicated in his report, were these weaknesses subsequently dealt with, effectively and satisfactorily?

A Well, I don't recall just what weaknesses he referred to in the report. If I could see that I could probably answer the question more readily. I think the weaknesses that he mentions here are his ideas as to what would be the effect if the townsite were built, and their removal or remedying could only be anticipated after the townsite had been built. For instance, he says: regardless as to who would shoulder the burden of living and administration costs on the townsite, would appear to be higher than those in the close metropolitan area of the City of Edmonton. Well, you can't tell, of course, this is guessing at what may happen. --- That is, if I am right in assuming that these are the weaknesses that he found in the concluding page of his report.

Q Well, is it fair to say, Mr. Holloway, that all the weaknesses and all the objections of Mr. Plotkins were not fully met in the final analysis?

A Yes, I think so. He was looking for a satellite town in the true sense of the word, but the developers were not proposing a satellite town; they were proposing a housing



1-M-4

J. H. Holloway - Maynard Ex.

A (Cont.) development.

Q But most of the objections and problems raised by Mr. Plotkins were in fact dealt with in later subdivision plans?

A Yes, I would say so.

Q Now, you mention -- you remember, of course, that the Strathcona Municipality withdrew from the Commission in August of 1954, and returned in 1956. You mentioned yesterday that the Town of Beverly -- I'm sorry, the Municipal District of Sturgeon had withdrawn also.

A Yes.

Q Had there been any other withdrawals from the Edmonton District Planning Commission?

A I don't recollect that there were any prior to 1956, and I'm not sure whether Sturgeon withdrew prior to that date.

Q Well, regardless of the time, I'm interested in the principle. Sturgeon did in fact, withdraw?

A Yes.

Q And it did come back later on?

A Yes.

Q And you indicated that the reason why Sturgeon withdrew was because of the fact that it lost part of its area where the Dominion Tar Plant is in Beverly, to the Town of Beverly?

A Yes, an application was made by the Town of Beverly to the Public Utilities Board for annexation of the Dominion Tar and Chemical Plant, and that land was just -- that land just around there --- which was in the M.D. of Sturgeon;





1-M-5

J. H. Holloway - Maynard Ex.

A (Cont.) and at the Board hearing Mr. Plotkin, without any authorization, appeared to advise the Board what the planning aspects of the matter were, and his advice was to the effect that Beverly should get that industrial establishment, the Dominion Tar and Chemical Plant, and the Board's order was that those premises be annexed to Beverly. Because of Mr. Plotkin's appearance in that matter the M.D. of Sturgeon told the Commission -- blamed the Commission for the loss of the Dominion Tar and Chemical Plant, and withdrew from the Commission themselves.

Q Now, these two withdrawals in fact, Mr. Holloway, would indicate that there was some disagreement and dissension among the various municipalities involved in the Commission?

A Yes; it was there, sort of sub rosa -- it was not open except in certain specific instances.

Q And I suppose it might be fair to say that there would be even a certain amount of jealousy among the various municipalities?

A Oh, there was.

Q And also that there was possibly a certain amount of bickering as to where a particular industry should go and what municipality should get this industrial development?

A There was a good deal of that. That was one of my chief headaches when I was -- became Chairman of the Commission in the first years, was to keep the organization together. It was the first one in the province and it was being closely watched by the municipal -- the municipalities around





1-M-6

J. H. Holloway - Maynard Ex.

A (Cont.) Calgary and Lethbridge and Medicine Hat, because we had proposed that they set up some organization -- some similar organization, but they hung back until they had had a chance to see how Edmonton made out, and that was one of my chief worries, that the Commission would remain in being for a sufficient length of time that it could sort of become fairly well established.

Q Generally speaking, though, the Commission worked fairly well?

A Yes, yes, I would say so.

Q There was some suspicion on the part of some members of the Commission about the activities of other members of the Commission?

A Yes.

Q Suspicions particularly possibly in regard to certain members of the Commission trying to attract the plants, industrial plants?

A Yes, there was some of that.

Q And some members of the Commission were complaining about the fact that they did not have sufficient knowledge about what was going on in order to be able to get their word in?

A That's right.

Q On their behalf?

A Yes, there was that, too.

Q Is this the type of thing, Mr. Holloway, that led to the statement in the minutes of the Edmonton District Planning Commission of January 5th, 1952, Exhibit 162: The Board



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J. H. Holloway - Maynard Ex.

Q (Cont.) Chairman of the meeting --- the Chairman made a brief statement concerning a proposed townsite development in Section 27-52-23-West of the 4th -- this being located about five miles east of the City limits. He stated that at the present time the project was not at the stage where it could be dealt with by the Commission, and that the Minister of Economic Affairs had promised his co-operation and expressed his intention to keep the Commission advised of any further developments in connection with the project as they might arise.

Now, I call your attention to the grammar in this particular sentence. The -- and I shall re-read the last part of the sentence --- "and expressed his intention to keep the Commission advised of any further developments in connection with the project as they might arise." Now, should that word have been "project" or "projects" as they might arise?

A I couldn't say, but I am quite certain that at the time it was --- that he had promised the Commission to keep them informed on any new industrial developments, new plants or so forth that might be pending in the general area, that would probably need housing for the employees, and so on.

Q In view of the fact that the word "they" is used in this sentence, is it fair to state that the word "project" should have been plural, and also in the light of just -- was it just then -- that it related to various industrial projects coming into the area?





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J. H. Holloway - Maynard Ex.

A Yes, it could have been.

Q Now, the concern also was the effect that a satellite townsite --- sorry -- might be an effect that the location of industrial plants might have in connection with the satellite townsite?

A M-hm.

Q So that if there was to be development, industrial development in a certain area, that provision would have to be made for housing within a reasonable area or location?

A Yes.

Q For practical purposes to this development?

A Yes.

Q Now, I come to another aspect of these Minutes before I leave them: on page 4 of the same Minutes, Mr. Holloway -- I'm sorry -- on page 2, there was a further discussion with relation to other matters, and then I read the following resolution: Resolved, 1, that the Commission is agreed that it should be a function of the Commission to do detailed planning work, which may be of concern to any one representative municipality where necessary, and upon request. Do you recall this resolution?

A Yes, yes, I do.

Q Do you recall the circumstances under which this resolution came up?

A Umm--what date was that meeting, Mr. Maynard?

Q This is January 5th, 1952, the resolution was submitted by Mr. Lash -- maybe if you read the paragraph ahead it would



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J. H. Holloway - Maynard Ex.

Q (Cont.) give you some background information.

A Well, at that time there had been a bit of feeling on the part of the rural municipalities, because they felt that they had not been receiving service from the Commission, which was commensurate to their contribution of funds they had made for the Commission's operations. In the beginning, the Commission tried to undertake some positive planning, and they had a fairly limited staff and fairly limited equipment and funds, and their initial planning was done in the urban municipalities -- for instance, Jasper Place, Beverly, Fort Saskatchewan and Leduc, in particular -- got most of their attention -- that is, the staff's attention; and this --- oh, it sort of tied them up for probably a year or more, and the rural municipalities were not getting any service from the staff, and they had been complaining about it, and I believe that that resolution has reference to that. There had been no sort of rule prior to that as to whether the Commission could do specific work for specific municipalities.

Q Well then, when it is --- when planning work, detailed planning work was to be done, where one of the municipalities was represented, what was the nature of the detailed planning work that was envisaged in this resolution?

A A detailed plan, say, of a specific project. For a single municipality it might be a public park or a recreation ground layout, or something like that. There was a subdivision design by the Commission staff at Fort





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J. H. Holloway - Maynard Ex.

A (Cont.) Saskatchewan -- I distinctly remember that, and -- .

Q Was this inside the town or outside the town?

A Inside the town.

Q And this was a park?

A No, this was a subdivision.

Q Oh, a subdivision, inside the Town of Fort Saskatchewan?

A Yes, for building purposes, residential purposes.

Q This was done at the request of the Town of Fort Saskatchewan?

A I imagine it was, but --- I don't think it -- I don't think it came through the Commission. The Town of Fort Saskatchewan went direct to the staff and asked them to do it.

Q To the Commission staff?

A Yes, and that was short-cutting the Commission, which was a bit objectionable to the other Commission members.

Q And was this particular development in the Town of Fort Saskatchewan promoted by a developer, or was it promoted by the Town itself?

A No, I don't think it was promoted by a developer -- although it must have been -- because -- .

Q Who owned the property? The Town?

A No, I don't think so. I think it was privately owned, but Sherritt Gordon, I believe, was the company that wanted it. They had just established their plant out there and had a number of employees that they wanted housing for, and this particular piece of land within the Town was available and





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J. H. Holloway - Maynard Ex.

A (Cont.) the Commission staff was asked to make a plan of subdivision for housing purposes.



2-P-1

J.H. Holloway - Maynard Ex.

Q Fine. Now, in the case of Strathcona -- I am sorry, general principle, the request would normally come usually from a municipal body?

A Yes, the council.

Q From the council?

A Yes.

Q And in the case of Strathcona did you ever receive any such request for assistance for detailed planning work?

A Do you have reference to the Campbelltown development?

Q I have reference to the Campbelltown site, I was coming to it?

A Yes.

Q Did you ever receive any requests from the Council of Strathcona for the assistance and the development of plans for the Campbelltown site?

A Well, there must have been some sort of a request, I can't recall whether in writing or whether it was a request that was brought in by the Strathcona representative on the Commission, or discussed with the Commission by word of mouth, authorized at a meeting, say.

Q And the nature of the request was for assistance to develop detailed plans?

A Oh yes, undoubtedly it came in because the members of the Commission staff, Mr. Marlyn I know was occupied on this particular project for oh, a whole summer.

Q What summer was this?





2-P-2

J.H. Holloway - Maynard Ex.

A The summer of '53, I believe.

Q The summer of '53?

A Yes.

Q Before the submission was made? No, I am sorry, the submission was made in '52 by yourself on behalf of Mr. Campbell?

A Yes.

Q But before the vote was taken in '53?

A Yes, it was before that. And, he was instructed to take the plan that I had presented in early '52, I think it was, and to try and improve on it and work out a more detailed layout in certain respects. I don't recall exactly what he was asked to do but the way it turned out, he drew a completely new plan.

Q To replace the one that you had submitted?

A Yes.

Q Now one more point on this. When you submitted the application on behalf of Mr. Campbell, the application signed by yourself as Alberta Land Surveyor?

A M-hm.

Q You stated there was a plan attached to this application?

A Yes.

Q A plan that apparently we have been unable to find as yet and I think you said that your signature was on that plan?

A Yes, as far as I can recall I signed the plan and the application.

Q Would you normally submit a plan without putting your



2-P-3

J.H. Holloway - Maynard Ex.

Q (cont.) signature on the plan for identification purposes?

A No. I would at least put my initials in the corner, I think.

Q Especially when you make the application yourself?

A Yes, oh yes.

Q So, that is the plan we are still trying to find, the one with your initials or your name on it?

A Yes.

Q Now, you told us yesterday that you knew that Mr. Hooke's land was involved in the Campbelltown townsite?

A Yes.

Q Did Mr. Hooke ever pressure you to give your approval?

A No.

Q To the proposal involving the townsite with his land in it?

A No, in no way at all.

Q Did he ever ask you to support the proposal?

A No.

Q Did he ever suggest to you that he would appreciate your support of the proposal?

A No, not in so many words.

Q As a matter of fact, I think you said at the outset, at one time Mr. Hooke was opposed to the proposal?

A Well, he didn't want to part with his land, for that purpose.

Q And he told you this?

A Yes.



2-P-4

J.H. Holloway - Maynard Ex.

Q So you knew at the time the application was being made that insofar as Mr. Hooke was concerned he wasn't interested in his land being involved in a townsite at all?

A No, this was the second occasion on which I met with him and Mr. Campbell.

Q Were you ever pressured by anyone else to support the proposal for Mr. Hooke?

A No.

Q Do I take it then Mr. Holloway that when you say you prepared these plans because Mr. Hooke was involved you acted on the assumption that at the outset Mr. Hooke was in favour of this proposal?

A At the time I prepared the plans?

Q At the outset, yes?

A Yes, at the time I prepared the plans I understood that Mr. Campbell had made satisfactory arrangements with Mr. Hooke for an option on one hundred twenty acres of his quarter section.

Q And you obtained this information from Mr. Hooke or Mr. Campbell?

A Mr. Campbell.

Q Mr. Campbell, so you acted on the assumption that Mr. Hooke wanted this deal put through when you prepared the plans for Mr. Campbell?

A Yes I guess I did, I didn't really analyze it.

Q You didn't bother asking Mr. Hooke about it?

A No, no I didn't.





2-P-5

J.H. Holloway - Maynard Ex.

Q Now, did you discuss with Mr. Hooke at all the preparation of the submission that you had made for Mr. Campbell?

A No, I don't recall any discussion with Mr. Hooke on that.

Q Did you ask Mr. Hooke's approval if you could make this application on behalf of Mr. Campbell?

A No.

Q Just one more topic --

A It was done in my own time so I didn't think it was necessary to ask anyone's permission.

Q Just one more topic, I would like to go through the sequence of events involving Campbelltown, this has been done and possibly spread out through the evidence. In the first place an application made by Mr. Campbell to the Municipal District of Strathcona sometime in November or December of 1951?

A Yes.

Q This application consisted of I understand, merely of a proposal for the establishment of a townsite in the Campbelltown area?

A Yes, that is what it amounted to.

Q Before that there had been previous discussions with you concerning other areas in which Mr. Campbell could possibly set up a townsite?

A At least one, one other area was discussed.

Q And then we came to the proposal of November and December '51 and that was followed by a submission by you on behalf of Mr. Campbell in 1952?



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J.H. Holloway - Maynard Ex.

A Yes.

Q That proposal finally came to a vote before the Edmonton District Planning Commission in September, on September 9th, 1953?

A Yes.

Q Following this vote and the revote taken later on at the request of Jasper Place and Beverly --

A Yes.

Q -- there was another submission of a further plan to the Edmonton District Planning Commission, the Counts' Plan?

A No, I don't think that ever came before the Commission.

Q Well what was the sequence of events after the Commission had approved of the outline plan you had submitted on behalf of Mr. Campbell?

A I am not too clear because Mr. Campbell appeared with Mr. Counts, Mr. Counts came to Edmonton and I don't think Mr. Counts particularly liked the plan that had been approved and he had one of his own that he wanted to substitute for it and I don't believe that substitute plan ever came before the Commission. They had given approval in principle for a townsite plan which meant any one of a number of designs could be chosen probably and there<sup>were</sup>/only differences in design between my plan and Counts' Plan you see.

Q But the Counts' plan was never formally submitted to the Commission?

A No I don't think so. I may be wrong but I don't remember it





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J.H. Holloway - Maynard Ex.

A (cont.) having come before the Commission. I think it went directly to the Director of Planning for approval.

Q That would be later on?

A Yes.

Q But in 1953 Mr. Marlyn did some work on behalf of the municipality in connection with the townsite and in relation to the plan you had submitted?

A Yes. Well now, you may have a point there because Mr. Marlyn might have done some work on improving the Counts' plan as well as the plan I had submitted.

Q Fine. Well then, in 1953 when the vote was taken, the vote I think was taken still on your outline plan?

A Yes.

Q That is all before the Commission?

MR. GILL: Mr. Commissioner, I have sat here for some time and listened to my learned friend repeat that error. With respect, that is not what the vote was about. I am looking at Exhibit 168, September 9th, 1953, it was moved by Mr. Moyer and seconded by Mr. Holloway that the development proposed for Section 27, 52 23 west of the 4th and vicinity by Mr. Campbell be approved by the Commission. Mr. Commissioner, they were not voting on any specific plan and my learned friend's questions are out of order in that regard. Thank you.

MR. MAYNARD: My learned friend stands condemned with the reading of the text of this resolution itself.

MR. GILL:

Paragraph 2 Mr. Maynard.



MR. WRIGHT: I am sorry My Lord, with the greatest respect, in 1953 there were already two plans drawn



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J.H. Holloway - Maynard Ex.

MR. WRIGHT: (cont.) up by this witness and submitted to the Edmonton District Planning Commission and each of them required a lot of work before the plan could be approved and the vote was simply on the principle of whether they were going for a townsite at all in this area and Mr. Holloway already had submitted two plans by the time that vote was taken, the second one being a week or two before the vote.

THE COMMISSIONER: Yes, I think it is quite clearly established that the original plan described by Mr. Holloway as a sketch plan, which was attached to Exhibit number, I believe it is 159, the application, hasn't been found but, Exhibit 170 was considered to be in substance a more detailed copy of that original sketch plan, a more detailed development plan.

MR. WRIGHT: Yes, and that was submitted in August of 1953.

THE COMMISSIONER: Yes.

MR. MAYNARD: Mr. Commissioner --

THE COMMISSIONER: I think it is merely a matter of semantics directing our attention to what plan we are referring to and what we mean by proposed plan.

MR. MAYNARD: That is right, insofar as I am concerned, I am not interested in the particular plan, I am interested in the principle that was involved in the proposal submitted by Mr. Holloway in 1952. There was





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J.H. Holloway - Maynard Ex.

MR. MAYNARD: (cont.) attached to that proposal a plan which is not available at the present time apparently and we have a plan that was attached -- I am not insisting on the fact that the vote was taken on a particular plan but I have been endeavouring to point out that the vote of September 9th, 1952 was taken on proposed development of townsite which was approved in principle.

MR. WRIGHT: That's true.

THE COMMISSIONER: I think the evidence really establishes that the proposal consisted of a several page outline of what was proposed and it was supported by a sketch plan.

MR. MAYNARD: Yes, an outline plan I think is the word used. Now, that is all I need for my purposes at the present time Mr. Commissioner.

Following this through, once the approval had been obtained in principle there was certain work done on what is known as the Counts' plan and Marlyn's modification?

A Yes.

Q I come to the time when Strathcona withdrew. What was the actual status of the proposed development at that time in August 1954?

A The development on the ground?

Q Well no, not on the ground, the status of the project insofar as preparation of plans or subdivision plans or anything else?



2-P-11

J.H. Holloway - Maynard Ex.

A Well, it certainly hadn't moved along very far. I don't think any marked stage of progress had been made.

Q There was no further concrete plan submitted to the Commission by then?

A That's true.

Q And then Strathcona withdrew?

A Yes.

Q Now, after Strathcona withdrew what was the next step in the line of a submission of a concrete subdivision plan?

A I don't think anything further was submitted to the Commission.

Q Oh no, no, Strathcona was out of the Commission.

A And what came forward and was presented to the Provincial Board, I don't know.

Q Oh, you have no knowledge?

A No.

Q That's fine. Did you ever become associated with the Provincial Planning Advisory Board?

A Yes.

Q What year?

A I think it was '57.

Q So between the interim, between '54 and '57 --

A It was after the McNally Commission report and the Government took action on their recommendation that a Minister of the Crown should not be Chairman of the Board and Mr. Hooke resigned as Chairman of the Board and I was asked to assume the position.





2-P-12

J.H. Holloway - Maynard Ex.  
- Clement Ex.

Q Have you any personal knowledge of what transpired in connection with Campbelltown between '54 and '57 when you --

A No.

Q -- became head of the Provincial Planning Advisory Board?

A No. I heard the last of Campbelltown when Strathcona withdrew and what happened in connection with the townsite from then until about 1960 I have no knowledge.

Q Fine. Thank you, that is all.

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT EXAMINES THE WITNESS:

Q Mr. Holloway it would be, I think, of assistance to the Commission and counsel if you could record for us the various positions you have held in the Governmental service and Commission service from the period, from a relevant period, let's say 1949 forward, that is, each post that you held and the period of time that you held it and that of course will include a number of posts during a particular period?

A Yes, do you want me to put that in writing?

Q Yes if you would and furnish to me and then I will give it to Mr. Commissioner with copies to counsel. It will be difficult to pick this out from the evidence.

A Yes, sometimes myself I don't know which hat to wear.

Q I have no further questions.

THE COMMISSIONER: Thank you Mr. Holloway.

MR. GILL: Mr. Commissioner?



2-P-13

J.H. Holloway - Gill Ex.

THE COMMISSIONER:

Mr. Gill?

MR. GILL:

Just before Mr. Holloway leaves us,

I have a belief that the plan which was attached to the Plotkin Report of December 5th, 1951, Exhibit 161 may well be the plan that was attached to Mr. Campbell's initial application that went first to the Municipal District of Strathcona on November 23rd, 1951 and was dated and prepared, at least drafted by Mr. Holloway November 9th, 1951. With the permission of the Commissioner I would like to just examine Mr. Holloway as to whether or not this is or is not his plan.

MR. FRIEDMAN:

Mr. Commissioner, Mr. Wright examined in regards to this point yesterday in cross-examination.

MR. GILL:

I am aware of that Mr. Commissioner but I still have in the back of my mind that this may be Mr. Holloway's initial plan.

THE COMMISSIONER:

It is certainly a matter of interest to know whether it is or not, you can certainly ask any questions on that.

MR. GILL EXAMINES THE WITNESS:

Q Would you look at the printing Mr. Holloway? You appreciate it is a plan attached to Mr. Plotkin's report of December 5th?

A Yes.

Q And you had made the November 9th, 1951 letter?

A Yes.



2-P-14

J.H. Holloway - Gill Ex.

Q And you had done some sketches or plans, or just sketch plans?

A Yes.

Q Now, these words 'Farm buildings' whose printing is that?

A Well, that is the least like my usual style of printing.

Q Could it have been?

A The heading makes me think it could possibly have been mine but I don't think I ever printed in that style.

Q What about printing 'main business, residential and residential' is that yours?

A That 'Willow' for instance.

Q What about the word 'local retail'?

A That could be.

Q 'Recreation grounds', do you make your S's with this sort of little back squiggle?

A I never made S's like that.

Q I am still as confused?

A Yes, it could and it could not.

THE COMMISSIONER: You may step down.

MR. WRIGHT: My Lord, I would with respect like to draw before Mr. Holloway leaves, Your Lordship's attention to two errors of fact in his testimony given to Mr. Maynard.

THE COMMISSIONER: Well, do you wish to re-examine?

MR. WRIGHT: Yes please.

THE COMMISSIONER: Mr. Holloway?

MR. WRIGHT: In my respectful submission, important errors.





2-P-15

J.H. Holloway - Wright Ex.

THE COMMISSIONER:

Oh yes.

MR. WRIGHT EXAMINES THE WITNESS:

Q You told my learned friend Mr. Maynard that you knew when the application was made to the Edmonton District Planning Commission first of all that Mr. Hooke was against the use of his land for this purpose of subdivision. Were you aware that you had in fact made that answer?

A No, I think I was answering a question that Mr. Maynard put in those terms.

Q Right. It is not so actually, is it? You knew that when the application was made to the Edmonton District Planning Commission in December of 1951 Mr. Hooke was all in favour of this project?

A Yes, I deduced that he was because I knew in early December 1951 that Mr. Campbell had acquired one hundred twenty acres from him and --

Q And you knew --

A -- and I am sure I discussed it with Mr. Hooke to check whether he had actually given Mr. Campbell an option.

Q Yes, and in fact you told us at the beginning of your testimony two days ago by the middle of October you knew that Mr. Campbell had obtained an option or options from Mr. Hooke?

A Yes.

Q So it didn't take Mr. Campbell very long to persuade Mr. Hooke that this was a good idea?

A Apparently not.



2-B-1

J. H. Holloway - Wright Ex.  
- Maynard Ex.

Q And the other point is, My Lord, in fact the Edmonton District Planning Commission did receive the Count's plan from Mr. Campbell for consideration shortly before Strathcona withdrew, did it not, and several meetings were held at which I think you were present?

A They may have done, I don't recollect.

Q Yes, in other words we can trust to the Minutes here?

A The Minutes are correct, there is no doubt about that.

Q In view of your recollection?

A Yes.

Q Thank you, that's all.

MR. MAYNARD EXAMINES THE WITNESS:

Q Mr. Commissioner, with all due respect, I think we should try to clarify one statement that the witness has just made. He told my learned friend that he deduced that Mr. Hooke was approving the townsite because of the fact that Mr. Hooke was the owner, I would like to pursue this just a little further, because this word "deduced" is the same as the word "assumed", which I had used earlier in examination. Now, Mr. Holloway, did you discuss with Mr. Hooke at any time the fact of whether he had given Mr. Campbell an option on his land away back in 1951?

A I couldn't say for certain, I may have done.

Q Well, you just told my good friend here that Mr. Hooke told you that he had given Mr. Campbell an option; do you know or do you not know whether Mr. Hooke told you that he had given Mr. Campbell an option?





2-B-2

J. H. Holloway - Maynard Ex.  
The Hon. G. Taylor - Clement Ex.

A This was sixteen years ago, Mr. Maynard.

Q It is, that's exactly the point, Mr. Holloway; do you remember if Mr. Hooke ever told you in '51 that he had given an option on his land to Mr. Campbell?

A No, I don't remember, but -

MR. WRIGHT: Did Mr. Campbell tell him?

A Mr. Campbell asked me to prepare a plan for him.

Q MR. MAYNARD: Excuse me, did Mr. Campbell tell you that Mr. Hooke had given him an option on his land?

A He could have done so.

Q He could have done so?

A Yes, and he would have done so, I am sure.

Q You are sure that Mr. Campbell told you so?

A Yes.

Q But you do not know whether Mr. Hooke told you so?

A No.

Q Thank you, that's all.

(Witness steps down.)

MR. CLEMENT: Mr. Commissioner, there is one witness to be called which takes us back again to the early stages of this matter of 1951. Would you call The Honourable Gordon Taylor?

THE HONOURABLE GORDON EDWARD TAYLOR, sworn, examined by Mr. Clement:

Q Mr. Taylor, you are a Minister of the Crown?

A Yes sir.

Q Holding the portfolio of Minister of Highways?



2-B-3

The Hon. G. Taylor - Clement Ex.

A Yes, sir.

Q You were in the Legislature of Alberta in the year 1951?

A Yes sir.

Q Did you hold a portfolio then?

A Yes sir.

Q What was that portfolio?

A Minister of Telephones and Acting Minister of Public Works.

Q And the evidence is, Mr. Taylor, that in that year Mr. Hooke was a member of the Legislature and a Minister of the Crown?

A Yes sir.

Q Of Economic Affairs in your recollection?

A I believe so, sir.

Q Yes. Now, the aspect of the matter in which Mr. Commissioner would like to hear from you, Mr. Taylor, is this: it is in evidence that in 1951 on September 8th of that year a parcel of land known as the South West Quarter of Section 27, the Kaplain farm, some five or six miles easterly and I believe northerly from Edmonton, was sold by Mr. Kaplain, transferred to Weber Brothers Agencies Limited; and that Mr. Hooke had an interest in the transaction; that the transfer of that land is dated September 8th 1951: and I wish you to bring your memory back, if you can, to that period of time, a little before or a little after. Did you on any occasion during that period accompany Mr. Hooke to look at the Kaplain farm?

A No.

THE COMMISSIONER:

Mr. Gill?



2-B-4

The Hon. G. Taylor - Clement Ex.  
- Gill Ex.

A In answering the previous question I should have said that I was Minister of Highways after mid-summer of 1951 when the Department was created.

Q MR. CLEMENT: Thank you, sir.

A Otherwise the rest is the same.

MR. GILL EXAMINES THE WITNESS:

Q Mr. Taylor, have you ever visited the farm home of Mr. Hooke in the year 1951?

A No, I did not visit the farm home of Mr. Hooke in 1951.

Q How do you remember that?

A I did not visit Mr. Hooke's home at anytime during 1951.

Q And how about in 1952?

A I believe I visited his home in 1952.

Q You can carefully separate sixteen years later between those two years, can you?

A Yes, very easily, sir.

Q I see, how do you do that?

A Because I visited Mr. Hooke's home in the winter of 1952 in order to rehearse for a musical program.

Q I see. Now, by the "winter of '52" do you mean November of 1952 or January of '52?

A I mean January of '52, January and February '52.

Q The early part of '52?

A That's right, sir.

Q And it could not have been before the New Year of 1952 in your view?

A No, it could not, sir.





2-B-5

The Hon G. Taylor - Gill Ex.

Q I see, and if we have been told on two occasions that you were out there in the fall of 1951, what do you say about that evidence?

A I would say that I was at this farm home in 1951 in mid-summer but not with Mr. Hooke and not to visit Mr. Hooke.

Q I see, you were there in mid-summer of '51?

A That's right.

Q With whom?

A With a real estate agent.

Q Do you know his name?

A No, I don't sir.

Q Why did you go there?

A Because he, at that time I was looking for a home and gave some thought to purchasing a farm adjacent to Edmonton, and somehow or other this got around and a real estate agent called me and asked me to look at this particular place.

Q And you don't know the name of that agent?

A No, I believe he was connected with Weber Brothers but, I am quite sure he was connected with Weber Brothers but I don't know the man's name.

Q That was in the summer of 1951?

A Yes, the late summer, probably August, mid-summer, somewhere around there.

Q Would it be in September at all?

A Well, it could be, I doubt it very much, I think it was during the month of August.

Q But it could have been in September?



2-B-6

The Hon. G. Taylor - Gill Ex.

A It could have been, as I haven't kept a record of this.

Q That was 1951?

A Very much so, yes.

Q And how many times did you go there?

A Just the once.

Q Just the once?

A One evening.

Q Who was the owner of the farm, do you know?

A I didn't know.

Q Does the name "Kaplain" mean anything to you?

A It doesn't mean a thing, sir.

Q And you think you went with someone from Weber Brothers?

A I don't think, I know I went with a real estate agent,  
and I believe he was connected with Weber Brothers.

Q Was a price mentioned to you?

A Yes, it was, sir.

Q How much?

A \$40,000.00.

Q How much?

A \$40,000.00.

Q Forty thousand, and did that include land and buildings  
alone?

A That included a quarter section of land and a beautiful  
home.

Q Did you keep any memoranda of this visit, such as the  
listing or any literature?

A No, I did not, sir. Immediately the man told me the price,





2-B-7

The Hon G. Taylor - Gill Ex.

A (cont.) I asked him, and showed me the house, I asked him if the land had produced the wealth to build this beautiful home. He said no, it didn't, the money came from other sources; so I immediately told him I was not interested, I didn't have an oil well, I simply worked for wages.

Q I see. Were there other sources such as an oil well mentioned?

A No.

Q I see, why do you mention an oil well?

A Well, yes, there was, he said he thought the money had come from oil.

Q I see, I wondered why you had suggested an oil well?

A Yes, he said he thought the money had come from oil.

Q Were any terms mentioned in the price?

A No, because I was not interested, once he told me the price and we established that, I was not interested, and we didn't go any further.

Q And you were in what position in the Cabinet at that time?

A At that time I was Minister of Highways and Minister of Telephones.

Q And you represent the Drumheller area, is that correct?

A Yes sir.

Q And you still wanted a home in the Edmonton area?

A Yes, because I had been appointed in the Cabinet and I was tired of living in a hotel.

Q I se, thank you.

THE COMMISSIONER:

Mr. Bowen?



2-B-8

The Hon. G. Taylor - Bowen Ex.  
- Wright Ex.

MR. BOWEN EXAMINES THE WITNESS:

Q Mr. Taylor, in 1951 did you have any discussion with Mr. Hooke concerning the area of land on which Campbelltown is now situate?

A No sir.

Q Had you had any discussions with Mr. Hooke after 1951 concerning Campbelltown?

A I recall one time saying to Mr. Hooke "I hear you bought the place out, this particular farm.", and I said I had looked at it but it was too rich for me, something to that effect.

Q Did you ever discuss with The Honourable Mr. Hooke the location of a townsite in his farm area?

A No, I did not, sir.

Q Was your Department consulted by any of the Planning Boards concerning the location of a town in this area?

A Not to my knowledge, sir.

Q Thank you, sir.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD: I have no questions, Mr. Commissioner.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES THE WITNESS:

Q Subsequent to that, in casual conversation which I am sure you would have had with fellow Cabinet Ministers, did you not keep up to date with the progress of Mr. Hooke's land?

A No sir, I had no interest in Mr. Hooke's private affairs.

Q No, I am not suggesting you had any particular interest, but in the course of casual conversation did you not, were



2-B-9

The Hon G. Taylor - Wright Ex.  
- Maynard Ex.

Q (cont.) you not at all times aware of just what was happening out in Campbelltown to Mr. Hooke's land?

A No sir, I did not.

Q And were you aware at the time that the Cabinet had approved the plan of subdivision itself?

A As the matter of Campbelltown came to Cabinet I was certainly aware of what was going on in Cabinet.

Q Yes, yes, well, yes, thank you, Mr. Taylor.

THE COMMISSIONER: Mr. Clement?

MR. CLEMENT: I have no further questions, sir.

THE COMMISSIONER: Excuse me. Mr. Maynard?

MR. MAYNARD EXAMINES THE WITNESS:

Q On the occasion when you visited the farm with this real estate agent, was this price of \$40,000.00 quoted to you by the real estate man or by the owner of the land?

A No, by the real estate man.

Q Was the house inhabited at the time?

A There were lights on.

Q Did you see the owner?

A I did not, sir.

Q Did you go inside the house?

A No, I didn't.

Q All right, thank you.

THE COMMISSIONER: Now, Mr. Clement?

MR. CLEMENT: No, I have no further questions, thank you, sir.





2-B-10

L. Kutt - Clement Ex.

THE COMMISSIONER: Thank you, Mr. Taylor.

(Witness steps down.)

MR. CLEMENT: Call Mr. Louis Kutt.

LOUIS KUTT, sworn, examined by Mr. Clement:

Q Mr. Kutt, where do you make your home?

A In Edmonton at the present time, on the Southside.

Q How long have you made your home in Edmonton?

A Since 1953, I moved in in July in 1953.

Q Yes, and prior to that in 1953 where had you made your home?

A On the farm in the Salisbury district.

Q Yes, would you give me the legal description of the farm?

A That is years ago, I will try and remember; that is the South West Quarter of 23,52,23 West of the 4th, I think.

Q Were you carrying on farming operations on that quarter at that time?

A Yes, I was.

Q Have you been farming since you left that farm?

A No, I haven't been farming.

Q You moved from the farm into Edmonton, did you?

A That's right.

Q And you are engaged in other occupations since you came here?

A No, I have been at the same job, ever since I left the farm I have been working at the same place.

Q Well, you were farming?

A Yes, I was farming before that, but since '53 I haven't been farming.

Q You have been doing something else?



2-B-11

L. Kutt - Clement Ex.

A That's right.

Q Some work in town?

A That's right.

Q And your home is here now?

A That's right.

Q Where was this South West of 23 in relation to the Kaplain quarter; do you remember the Kaplain quarter?

A Yes, I do.

Q Was that in your immediate neighbourhood?

A I was, well, approximately a mile east and a half mile south.

Q Yes?

A Of Kaplain's buildings.

Q Yes, so that you were familiar with the Kaplain quarter, were you?

A Oh, yes, yes, I was, very much so.

Q He has stated that he had owned it for several years prior to 1951?

A Yes, he was, I couldn't tell you just how many years, but there was two or three years he was on there, I wouldn't say just how many years, but he was there several years.

Q Did he put some buildings on it while he owned it?

A Yes, he put up, I believe he put all new buildings up on there, he tore all the old ones down and moved, there was a house, a big house on there, and he moved that off and put a new house on there, and a chicken house, and some other buildings.

Q Yes. Now, Mr. Kutt, will you take your mind back to the fall





2-B-12

L. Kutt - Clement Ex.

Q (Cont.) of 1951, you were still farming the South West of 23; at any time during that fall did you meet Mr. Hooke, The Honourable A. J. Hooke?

A I believe it was in '51 that I met him for the first time. Now, I wouldn't say it was '51 or '52 but I met him shortly after he moved out there after he bought the land off of Mr. Kaplain.

Q You were aware that Kaplain had sold, were you?

A Right.

Q And you knew that shortly after Kaplain had sold and moved out, you knew about it?

A Yes, yes, I did.

Q And then after Kaplain had moved you met Mr. Hooke?

A That's right.

Q What was the purpose of meeting Mr. Hooke?

A We met while threshing.

Q Yes, threshing where?

A In the neighbourhood, I went with the threshing machine, we helped each other, and he happened to be helping one of the neighbours threshing, and I was on the same crew, well, let's say he was on the same crew as I was, helping out, like we farmers as a rule did, and that's where I met him.

Q Yes, and did you have some talk with him on that occasion?

A Yes, I had a talk with him.

Q What about?

A Well -

Q Well, let me be more specific, Mr. Kutt.



2-B-13

L. Kutt - Clement Ex.

A Yes.

Q Did you have any talk with him in respect to the Kaplain quarter or your land or anything of that nature?

A We had a talk about both of the quarters, his and mine, like he had a fairly good cultivated land and mine was, let's say a rough quarter, good for pasture and such.

Q Yes?

A So I had a talk with him and I said "Yours is a good quarter.", and I said "I could sell you mine for pasture purposes.", and I said "That's not far, there is water in there and such.", and, well, he said "I don't know yet.", he said "I will just have to go along with the idea for a while.".

Q Well, do I understand you to say, Mr. Kutt, that you started the talk with him about selling your land to him, you were interested then at that time in making a sale of your land?

A That's right.

Q I see, it was not until 1953 that you did make a sale of it?

A That's right.

Q And it was to somebody else?

A No, it was direct to Mr. Hooke.

Q It was to Mr. Hooke eventually in 1953. Then at this first meeting then while you suggested it to him, nothing happened?

A No.

Q Was there any price mentioned in this first talk?

A No, there wasn't.

Q I see.

A Not that I can recall, there wasn't any price mentioned.



2-B-14

L. Kutt - Clement Ex.

Q Did you see Mr. Hooke again on any occasion in which the sale of your land to him was discussed?

A Yes, I did, I stopped in to see him. Well, I didn't press him then, he didn't seem to be too concerned about it, but then I heard the rumor that he was looking for more land, in fact a neighbour across the road from me, he said that he heard that Mr. Hooke was looking for more land, so I went right up and seen Mr. Hooke.

Q Do you recall when that was approximately?

A I believe that was in about the spring of '52, I couldn't tell you the date or the month, but it was sometimes in the early spring of '52.

Q Are you certain whether it was 1952 or 1953?

A No, it wasn't in '53, it was in '52.

Q I see, very well; and what was said at this meeting then in the spring of '52?

A Well, he was undecided then yet just what he was going to do because he said there was somebody wants to buy all his land, all but forty acres, but he wasn't certain, so that he said as soon as he would find out, if he is left with the forty acres, he would be interested in that quarter of mine.

Q Why?

A For pasture purposes and such, and hay.

Q Did he have stock on his land?

A Yes, he did, he had cows there and hogs, and I believe he had a team of horses. Now, I wouldn't say for sure but I know he had quite a herd of cattle there, milk cows and





2-B-15

L. Kutt - Clement Ex.

A (cont.) dry stock too.

Q Yes, so that the talk then was that if he sold all except forty of the acres he then owned he would be interested in buying yours, largely for pasture?

A Right.

Q And this was the spring of 1952?

A Right.

Q What price, if any, was mentioned in that discussion?

A Well, I didn't mention any price yet because he wasn't sure whether he would be interested or not.

Q Yes. Then what happened after that, Mr. Kutt?

A In the same regard?

Q Oh, yes, yes, this is what we are interested in.

A Well, I just went on sliding up until fall and then I went back, to see him again, and I told him, because I had had other prospects to buy the land often.

Q This would be the fall of 1952 again?

A Well, that is in the fall of '52, yes, and I asked him, because I told him, I says "I have been talking to you about it before, you said you were undecided then, did you make up your mind since?". Well, he said "I am not sure yet.", so I set a price on it and I mentioned the price to him..

Q And what was that price, do you recall?

A Yes, \$8,000.00 cash, I wouldn't sell it any other way because I wanted to make a payment on the house in the City, I was going, I was giving up farming; and, well, he said he would keep that in mind, he would let me know shortly, but he



2-B-16

L. Kutt - Clement Ex.

A (Cont.) didn't come around and let me know, and in the meantime the word got around that this land was for sale and I have had other prospects coming in, but they wouldn't offer me as much as I was asking, their price was lower than I asked; and finally in, it was after Christmas sometimes in about February, I sent up to see Mr. Hooke again, and I wanted a definite word for the spring was coming, if he couldn't see his way through I would have to either sell it to somebody else or, for whatever I could get for less, or, I says "I am going to hold that price but ..." I says "I want your word.". Well, he says "You hold out for another month or so ..." he says "... I will know for sure.". So I held out until about the 1st of March, and I went out and I says "Spring is coming.", I says "Do you want this land or don't you?". Well, he says "It looks like I am going to be stuck with the forty acres.", and he says "I am going to buy it.". But he mentioned he has not got, he says, "How about payments?". Well, I says "I told you before I want all cash.".





2-M-1

Louis Kutt - Clement Ex.  
- Gill Ex.

A (Cont.) Well, he says, "Give me a week's time and," he says, "I will let you know.". He says, "In the meantime," he says, "hang onto the land, don't sell it.". So a week later he come up and he says -- that was about, oh, in the middle of March, or so -- he came up and he said he would take the land. That just gave me enough time to call an auction sale, and sell my livestock and all that.

Q That was just the land and whatever buildings there were there?

A Yes, he bought the land and the buildings, whatever is on there.

Q All the stock and equipment and so on you sold separately?

A Yes, I called an auction sale to sell that at the auction.

Q And then the price was paid and the land transferred, and that finished it, then, as far as you were concerned?

A That's right.

THE COMMISSIONER: Mr. Gill?

MR. GILL EXAMINES WITNESS:

Q What use is being made of the land now, Mr. Kutt?

A At the present time it has been all subdivided into two or three-acre lots, and it's -- what you can call -- it's a settlement that they call Whitecroft.

Q And who did this subdivision?

A Well, as far as I know, Mr. Hooke did it.

Q I see.

A Or somebody did it that he hired; I wasn't on the land at the time. I left -- you see, I sold out, and I made



2-M-2

Louis Kutt - Gill Ex.

A (Cont.) arrangements with Mr. Hooke to stay there until the end of the school term, for the children were going to school and I didn't want to move out and change schools in the middle of the term, so I stayed there until the 1st of July.

Q Of 1953?

A Of 1953, right.

Q And when did Mr. Hooke start subdividing it into these small holdings?

A I believe in about the fall of '53, or in '54 -- now, I wouldn't say. It was after I left -- but during '53 while I was on there I had everything sold out -- I was just going into the City and looking for a home and such, and he cropped the place, with the land, and the crop, and such --- that was on there, stock -- .

Q How much was under cultivation?

A There was, oh, I would say sixty-five or seventy acres -- I forget now what was on there. I had some new breaking just done the year before, and that was ten acres, the year before like, and two years before I broke fifteen acres.

Q And the rest was pasture and brush?

A The rest was pasture and brush and hay meadow and such.

Q Did you use a real estate agent when selling it?

A No.

Q Do you remember what lawyer drew the plan -- drew the transfer for you?

A That was on the south side at --- Bissett -- was it Young and



2-M-3

Louis Kutt - Gill Ex.

A (Cont.) Bissett at the time, there, in the Royal Bank Building? I know Bissett was one of them, but I think they had Matheson or somebody draw it up. Now, I wouldn't say for sure, but it was in there in the Royal Bank Building.

Q Did Mr. Hooke tell you whom to go to to get the transfer done?

A No, he didn't tell us that -- I went in to -- I knew this here man at Hooson, and we went in, and he took it over to the lawyer, and we went to the lawyer, you see, and had it drawn up in there.

Q When you finally made the deal in March of '53, did Mr. Hooke give you a deposit?

A No ---- he did give me a deposit when we made the deal, and when we drew up the transfer he gave me a cheque, a certified cheque for \$8,000.00, so I gave him that deposit cheque back.

Q You didn't cash the deposit cheque?

A No.

Q Did he ask you not to?

A No, he didn't ask me not to. I kept it and he give me the full amount and I gave him the other one back.

Q Did he tell you where he was getting the money for it, to buy it?

A No, he didn't tell me.

Q Do you remember where the deposit cheque was drawn on?

A No, I don't.





2-M-4

Louis Kutt - Gill Ex.

Q Was it a Treasury Branch cheque?

A Well, I don't remember. I don't even remember what the cash -- certified cheque was made, what bank. I had an account at the Royal Bank, and that's where I cashed it.

Q You don't deal with the Treasury Branch?

A No, I don't.

Q Do you know how many small holdings Mr. Hooke got out of this quarter-section?

A No, really I don't. I would say there's twenty-five or thirty -- I wouldn't want to commit myself on that on a specific number.

Q Was your quarter somewhere between Valley Avenue -- or what is now Valley Avenue, looking at Exhibit 172? You had the Southwest quarter of 23.

A 23-52, yes. That would be right where the -- Sherwood Park is run off to the east end, now -- that would be just a half a mile south of there, but I don't -- I don't know what they call their -- the streets or anything like that in that subdivision.

Q But they are all streets and avenues?

A They are all winding roads in there and they got names for their streets of something -- I'm not familiar with them, at all.

Q Do you know how much Mr. Hooke sold these subdivisions for?

A I couldn't tell you how much -- he started the first one there and somebody said they were twenty-seven hundred dollars for a two or three-acre plot, whatever they were.



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Louis Kutt - Gill Ex.  
- Bowen Ex.

Q Thank you.

MR. CLEMENT: Well -- .

MR. BOWEN: Do you wish to speak, Mr. Clement?

MR. CLEMENT: No, I think that's about that -- .

THE COMMISSIONER: Mr. Bowen?

MR. BOWEN EXAMINES WITNESS:

Q Mr. Kutt, do you recall which month it was that you were threshing with Mr. Hooke in 1951?

A No, not exactly which month; usually start threshing in about September.

Q And were you using combines or separators?

A No, threshing machines; we had to pitch the bundles and so on.

Q And ordinarily this is done in September?

A Yes, start around the 1st of September ordinarily.

Q Can you recall with any more exactitude when you were talking to Mr. Hooke -- that is, the date in '51?

A No, I can't.

Q Would it be as late as October?

A Possibly.

Q Late October or early October?

A Well, it wouldn't -- I don't think it would -- it could be the middle of October; I don't think it would be late October.

Q Did Mr. Hooke discuss his plans with respect to the Southwest of 27 with you? Was he going to farm it?

A No, he didn't go into detail of farming it.





2-M-6

Louis Kutt - Bowen Ex.

Q He never mentioned this?

A No.

Q And yet, when he approached you he indicated -- that is, on your land -- he indicated that he wanted pasture land?

A That's right.

Q Well now, how far as the crow flies would your quarter be from his?

A Oh, about a mile -- let's say a mile and a half. You see, the quarter, right from the buildings it's a mile and a half -- but then his quarter was running maybe half a mile east, which would only be a mile from his land to my land.

Q Did Mr. Hooke indicate in the spring of 1952 that an application was being made for a townsite in this area?

A No, he didn't.

Q Did he ever discuss this with you at any time?

A No, not about a townsite.

Q Were you aware that there was going to be a proposed townsite in this area?

A No, I wasn't, not at the time.

Q And that you had probably three or four conversations with Mr. Hooke as to the purchase of your quarter?

A No, that was just the first time I was talking to him.

Q You had a conversation while you were threshing?

A That's right.

Q And you had a further conversation in the spring of '52?

A That's right.



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Louis Kutt - Bowen Ex.

Q And then again in 1953 you had two conversations with Mr. Hooke?

A That's right.

Q And during none of these conversations did he indicate that there was going to be a proposed townsite in this area?

A Well, he did indicate later on in, I believe, I believe it was in the spring of '52, that somebody -- he didn't mention who it was --- was trying to get his 120 acres of his land, and that would leave him only 40 acres.

Q Did he indicate why they wanted the 120 acres of his land.

A No, I just don't recall whether he did say why or not.

Q Now, when you asked Mr. Hooke for \$8,000.00 cash, what did he say?

A Well, he said that he might be interested --- he was interested in it, but he didn't know whether he could pay cash for it. He would like to get it on terms.

Q Did he make any proposal to you as to terms?

A No, he didn't.

Q Did he indicate that he didn't have all the cash at that time?

A Well, I assumed that that was the purpose of trying to get terms, payments on it.

Q How long in total in 1953 did you spend with Mr. Hooke before the deal was finally made?

A Well, just what do you mean, how long?

Q Well, you had conversations with him in which -- you indicated that you had one conversation and he said, "Wait"--



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Louis Kutt - Bowen Ex.  
- Crawford Ex.

Q (Cont.) and that was in February of 1953.

A Yes.

Q Then in March he said he would buy, but, "Give me another week."

A M-hm.

Q Now, how long a period of time? Fifteen minutes? Two hours? What did it take to discuss this matter?

A Oh, it would take half an hour or an hour --- I drove up to his house and talked -- .

Q And did this conversation revolve around mainly the fact that he had to have terms?

A No.

Q What took the half hour, or so, then?

A Well, we didn't -- we don't as a rule talk about the same thing -- I mean, about the land transaction all the time; we talk about it and then we will change the subject -- so I will stay and visit with him for half an hour or more or so, and that's what takes the extra time.

Q When he bought your land did he indicate that he had sold his 120 acres that he had talked of previously?

A No, he didn't.

Q I have no further questions.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD EXAMINES WITNESS:

Q Mr. Kutt, it's clear that when the subject of your selling your land to Mr. Hooke first came up, it was you who raised it, not him?





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Louis Kutt - Crawford Ex.

A Selling the land to him?

Q Yes.

A Yes, it was me that raised it.

Q And you raised it on the very first occasion that you met him?

A That's right.

Q And you were by this time anxious to sell?

A I was anxious to sell all the time, but I seen it was a good prospect. There was a man who has got quite a -- let us say -- a herd of stock, and the pasture would be something that he would need.

Q He did have a lot of stock?

A Yes, he did.

Q How many head of cattle did he have?

A Well, I would say roughly twenty head, or twenty-five, in there somewheres -- maybe more than that.

Q Did he try to sell -- did you try to sell your farm to any of your other neighbors who were closer?

A There wasn't any neighbors closer in there. He was about the closest one -- well, there's another -- there is another man there closer, but he had other land, and I knew he wouldn't be interested, and that's why I tried -- why I approached Mr. Hooke because I thought he would be interested.

Q As of the fall of '51 Mr. Hooke was the only person you approached to sell your property?

A That's right.



2-M-10

Louis Kutt - Crawford Ex.

Q Did he make any proposal to take over your livestock? Did he offer to buy your livestock when he finally bought the farm?

A No, no.

Q Did you offer it to him?

A No, I didn't offer the livestock to him at all.

Q I don't remember if you said this yet or not, Mr. Kutt, but when did you first learn -- it has been established Mr. Hooke didn't tell you up to the time of sale, but when did you first learn that his property was going to be a townsite?

A Not until after I sold my farm and moved out.

Q Would \$8,000.00 cash be a fair price to you if you knew that the neighboring land was going to be a townsite?

A Well, that's a good question. But at the time I felt that was a good price, because I had a couple of other offers and they were not eight thousand, what I was asking, and I couldn't bring them up to it.

Q If you had known there would be a townsite, would you have asked for more than \$8,000.00?

MR. MAYNARD: Well, that's -- .

A Well, I possibly wouldn't have even sold it, I don't know.

MR. MAYNARD: Speculation, Mr. Commissioner.

MR. CLEMENT: I think we are certainly going pretty far abroad in this field of hypothesis here, sir, and I doubt whether this would be admissible in any -- .

MR. CRAWFORD: I have the answer in any event,





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Louis Kutt - Crawford Ex.  
- Wright Ex.  
- Maynard Ex.

MR. CRAWFORD: (Cont.) Mr. Commissioner, and my submission on that  
is that this is not a trial -- .

THE COMMISSIONER: I don't think it is particularly --  
I don't see anything wrong with the question.

Q MR. CRAWFORD: Just out of curiosity, in conclusion,  
Mr. Kutt, who asked you to come here? To this hearing?

A Mr. Maynard.

Q Thank you.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES WITNESS:

Q Have you met Mr. Hooke since you sold the land to him?

A Yes, I did meet him on several occasions.

Q Was this just casually or in pursuit of any particular  
purpose?

A No, that was just casually.

Q Yes, and did you notice whether he ever used the land that  
he bought from you for his stated purpose of pasture?

A Yes, he used this the first spring that he had this dry  
stock out in there.

Q Yes, and then almost immediately it was subdivided?

A Let's say six months or so later -- I think it was in the  
fall of '53 -- now, I -- either '53 or '54 it was subdivided.  
Now, I wouldn't commit myself on that.

Q Thank you.

THE COMMISSIONER: Mr. Maynard?

MR. MAYNARD EXAMINES WITNESS:

Q Mr. Kutt, how long after Mr. Hooke moved on the land was it



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Louis Kutt - Maynard Ex.

Q (Cont.) before you saw him for the first time?

A It may have been two or three months because I go past there all the time -- it's right on the road where I go past and I might have seen him a couple of weeks later and it might have been a couple of months later --- I couldn't say -- it's a long time ago.

Q This is a matter of some sixteen years ago, and it is difficult to recall.

A Yes.

Q But you mentioned that you had seen him, when you saw him it was on the occasion of threshing operations in the early part of October of the year -- is that right?

A September or October.

Q Or the early part of October, and for the purpose of trying to refresh your memory a little bit, Mr. Kutt, I'm going to show you Exhibit 129, which is a transcript -- I'm sorry -- which is a transfer from Weber Bros. Agencies to Mr. Hooke, and the date of this agreement between Weber Bros. Agencies and Mr. Hooke, is October 22nd, 1951.

MR. GILL: I wonder, Mr. Commissioner -- I don't mean to interrupt untowardly, but either it is a transfer or an agreement -- .

MR. MAYNARD: It is an agreement -- I'm sorry -- it is an Agreement for Sale -- it's not a transfer.

MR. GILL: Thank you.

Q MR. MAYNARD: The date of the Agreement for Sale is October 22nd, 1951. Do you see this?



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Louis Kutt - Maynard Ex.

A Yes.

Q Now, keeping that date in mind, would these -- presumably this is the date that Mr. Hooke acquired the land from Weber Bros., and moved onto the land sometime later, after he had acquired it. Now, keeping this date in mind, Mr. Kutt, could it be that you were wrong in the date -- in the year, '51, when you say you were out threshing with Mr. Hooke in -- could it possibly have been 1952?

A Uh --- I don't think so -- I think it was in the fall of '51. Now, I might have been wrong but I still think it was in the fall of '51 -- it might have been in '52 -- but it was out -- we were out threshing and we were talking about it.

Q Well, if you just put two and two together --- Mr. Hooke bought the land on the 22nd of October, 1952, and you say that you were out threshing with him in --- in 19 -- .

A -- '51, I'm sorry.

Q '51, and you say you were out threshing with him in either September or October 1951, you think.

A Yes, that's what I thought.

Q Well, if you only moved out at the end of October or even in November, 1952 -- '51 -- obviously you could not have been threshing -- .

MR. WRIGHT: But the evidence is to the contrary, with the greatest respect, my Lord.

MR. MAYNARD: Now, which evidence is this?

MR. WRIGHT: Well, Mr. Kaplan's -- as to possession: the date of the agreement means nothing by





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Louis Kutt - Maynard Ex.

MR. WRIGHT: (Cont.) itself.

MR. MAYNARD: And the date of possession, I understand, is November, 1951, the date Mr. Kutt moved out?

MR. CLEMENT: Well, I might say, sir, that Mr. Kaplain was far from being decisive, far from being of decisive assistance to this inquiry as to when Mr. Hooke moved in?

MR. MAYNARD: Mr. Kaplain's evidence was that possession was given to Weber Bros. Weber Bros. did not sell -- Weber Bros. held onto the property from the beginning of September until the sale was consummated on October 22nd, 1951, to Mr. Hooke, and Mr. Hooke did not take possession until he had the sale agreement completed with Weber Bros. It all adds up.

THE COMMISSIONER: I don't see anything improper in the question; if we endeavour to get clarification of it at all -- go ahead.

Q MR. MAYNARD: Now, my only question -- my only point, Mr. Kutt: in the light of the fact that Mr. Hooke only bought on October 22nd, 1951, and took possession and moved onto the property --- is it possible that you might be mistaken as to the year that you were out threshing with him?

A Yes, the possibilities are there.

Q Fine.

A Because I thought it was in '51 -- but because it is a long time ago I haven't got a diary yet, and I thought it was



2-M-15

Louis Kutt - Maynard Ex.

A (Cont.) in '51.

Q Now, in addition to this, when questioned by Mr. Bowen you were discussing -- you stated that you had met with Mr. Hooke for half an hour or an hour at a time discussing various things. Did you have any discussion with Mr. Hooke on any of these occasions as to what use would be made by him of your land?

A Yes.

Q What was the nature of the discussion?

A Pasture and hay.

Q Was he interested in acquiring your land for pasture and for hay?

A That's right.

Q Did he have any discussion with you as to how this would fit in with his farming operations?

A Well, yes, like he said, he would be stuck with the 40 acres -- somebody is getting the 120 and he is only going to be left with 40 acres, and that was just before we had that agreement, like.

Q Did he have any discussions with you as to whether it would be feasible for him to operate your land as a farm from his 40 acres?

A I don't recall that.

Q Did he discuss with you the feasibility of running dry stock on your land?

A Yes, he did.

Q Without living there?





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Louis Kutt - Maynard Ex.

A That's right.

Q And did he indicate that this was possibly what he would do with your land?

A Yes, that's what he said --- there was water there and pasture, and he could run his dry stock in there, and that was the main purpose of him buying the land.

Q Thank you, Mr. Kutt; no further questions.

THE COMMISSIONER: Any further questions, Mr. Clement?

MR. CLEMENT: No, I haven't anything further, sir.

THE COMMISSIONER: You are excused. We will adjourn until -- for fifteen minutes.

(Adjourned at 11:14 a.m.)



3-P-1

Frank Smeltzer - Clement Ex.

MR. CLEMENT:

I call Mr. Smeltzer.

FRANK SMELTZER, sworn, examined by Mr. Clement.

Q Mr. Smetlzer, where do you make your home now?

A Sherwood Park.

Q Sherwood Park and, had you been living in that area before Sherwood Park became a reality, that is, before Campbelltown started to be developed?

A I was born there, sir.

Q You were born there and what business did you carry on then?

A I was farming.

Q And what is the legal description of the land you were farming?

A All of it.

Q No, what quarter or section?

A Well, I operated three quarters.

Q Could you describe them?

A The north half of 27, 52, 23 and the northeast quarter of 28, 52, 23, all west of the 4th meridian.

Q I am sorry to trouble you again, the north half of 27 and the northeast of --

A 28.

Q Of 28. That would be the quarter section immediately west of the north half of 27?

A Correct.

Q And who were your immediate neighbours at that time?

A The quarter I resided on was the northwest quarter of 27 and



3-P-2

Frank Smeltzer - Clement Ex.

A (cont.) my neighbour immediately south of that, -- at which date sir do you require it?

Q Well, let's say prior to the summer of 1951?

A Mr. Kaplain owned the property I believe prior to 1951.

Q The southwest of 27, yes?

A Yes.

Q And was there a Mr. Hunter in that area?

A Yes.

Q And can you recall what he owned?

A He owned the southeast quarter of 27, 52, 23.

Q Yes. Were you approached at anytime from the summer of 1951 onwards by Mr. John Campbell or Mr. A.J. Hooke in respect of the purchase of your three quarters?

A By Mr. John Campbell, yes; by Mr. Hooke, no.

Q Could you tell me when it was that Mr. Campbell first spoke to you about your land?

A It was either late '50 or early '51.

Q At this time that Mr. Campbell spoke to you, did Mr. Kaplain still own the southwest of 27 or had Mr. Hooke become the owner by then?

A I believe Mr. Kaplain still owned the property at the time Mr. Campbell first interviewed me about selling our property.

Q I see, what was the discussion he had with you then?

A The discussion was that there was industries coming into the County of -- the now County of Strathcona, that he was interested in finding a suitable location for housing.





3-P-3

Frank Smeltzer - Clement Ex.

Q Yes. What more was said after he gave you that information?

A Very little at that time. Apparently Mr. Campbell was trying to find suitable land first and if that would be possible get an option on it and then he was going to see if he could get plans that would be suitable to everybody concerned.

Q Yes. Well, did the matter not progress any further at that first meeting then but just to inquire as to whether you would be interested in selling your land?

A That is all.

Q And were you at that time interested?

A Not particularly, no.

Q I see, so there was no question of what the price might be was discussed?

A Not at that time, no.

Q Did you have later meetings with him?

A Yes.

Q When was the next one in your recollection?

A Well, I saw Mr. Campbell at various times during the year of 1951 and '52 and hence, since then.

Q Yes, what I am interested in Mr. Smeltzer is the occasions on which you might have discussed it and which you did discuss with him the question of disposing of your quarter sections?

A Well, it would be, I believe the first would be in the fall of '52.



3-P-4

Frank Smeltzer - Clement Ex.

Q I see. Now, have you any knowledge as to whether Mr. Campbell in the course of his inquiring around to see whether land might be available, whether he addressed to Mr. Kaplain similar inquiries such as to you?

A I have no knowledge of that.

Q You have no knowledge. Well then, let us come to 1952. Do you recall the time of that year Mr. Campbell again spoke to you about disposing of your land?

A I believe it would be in the late fall, November or December.

Q Yes?

A Winter I should say.

Q And what took place at that meeting?

A Well, he was still inquiring as to an option and I told him that I wasn't particularly interested at that date and I asked him if he was interested in any other lands in that area and he told me that he was and I asked if he had acquired any options and he said no.

Q And was that all that you can recall at that meeting?

A That was all at that meeting, yes.

Q And up to this point Mr. Smeltzer had Mr. Hooke ever spoken to you about you selling your land?

A No, he didn't speak to me.

Q You had no dealings with him about your land?

A None whatever, no.

Q All right, this takes us to the late fall of 1952. What





3-P-5

Frank Smeltzer - Clement Ex.

Q (cont.) happened after that in relation to the disposal of your land?

A Well, Mr. Campbell had visited our house on a number of times, socially and on business up until March of 1953 at which time we agreed to give him an option.

Q Yes, and you did give him an option did you?

A We did give him an option.

Q For the three quarter sections?

A Yes.

Q And what in your recollection were the terms of that option, was he to buy for cash within a period of time?

A In a period of time, yes.

Q And what was the length of time so far as you can recall?

A Ten years I believe, sir.

Q Within ten years?

A No, the period of time for him to buy?

Q Yes?

A Well he took the option for one year.

Q Yes?

A At that time.

Q And did he exercise that option, did he buy?

A No, he had a renewal of the option for sixty days at that time.

Q After the expiration of the initial year?

A Yes, that's right.

Q Now, going back to this first option then did he pay money



3-P-6

Frank Smeltzer - Clement Ex.

Q (cont.) for the option itself? Did he give you any money for the grant of option?

A Not to my recollection at that time, no.

Q Do you recall what the stipulated price was if he bought under the option?

A Yes.

Q What was it?

A On the first sixty acres it was \$500.00 an acre -- no, pardon me, I am wrong. It was \$250.00 an acre at that time.

Q For --

A For all of the acreage.

Q For all of it?

A Yes.

Q Then we come to the renewal for sixty days, did that change any of the terms of the option or merely extend the time?

A It extended the time.

Q Without any change in price?

A Could I refer to my papers?

Q Yes?

A Thank you.

Q Do you have these options with you that you have spoken of?

A Yes. I haven't the first one with me today, I couldn't find it.

Q Mr. Commissioner, the witness has said that the initial option he hasn't been able to find and he doesn't have with him?



3-P-7

Frank Smeltzer - Clement Ex.

A \$1.00 was the renewal price for sixty days from the 31st of March --

Q I think sir I should put in evidence the renewal agreement referred to by the witness dated April 9th, 1954 and made between Agnes Simpson Smeltzer and John H. Campbell wherein consideration of \$1.00 the original option was extended from April 10th, 1954 to June 1st, 1954.

THE COMMISSIONER: Exhibit 190.

RENEWAL AGREEMENT DATED APRIL 9th,  
1954 ENTERED AS EXHIBIT 190.

Q MR. CLEMENT: Mr. Smeltzer, the agreement is in the name I take it of your wife?

A That's right.

Q And she held the title to these three quarters you have mentioned?

A She did.

Q Do you recall whether the original option dated March 31st, 1953 entitled Mr. Hooke to purchase piecemeal or would he have to buy the whole of the three quarters?

A Mr. Campbell you mean, sir?

Q Campbell?

A Yes.

Q Yes, did I say another word?

A You said Mr. Hooke, I am sorry.

Q Excuse me.

A The option was on the three quarters but there was some discussion at that time about whether the one quarter would





3-P-8

Frank Smeltzer - Clement Ex.

A (cont.) be taken or not.

Q They could have taken one quarter under the terms of the option?

A They could have taken it all at that time if they wished to.

Q Or a part?

A Or a part.

Q Well, what in fact happened by June 1st, 1954 which was the extension period?

A There was another option paper written with some changes, if my memory is correct, as to the price of the land and the terms and conditions of what properties could be purchased and the quantities of the properties.

Q Is this the document dated June 17th, 1954?

A Yes sir.

Q May I have it marked sir, an agreement June 17th, 1954 between Agnes Simpson Smeltzer and John H. Campbell which recites the original option and the extension which is Exhibit 190 and makes other recitals and provides for an extension to September 1st, 1954. I should read this option, this portion which has been mentioned by Mr. Smeltzer. "In consideration of the work done and to be done by the purchaser and in consideration of the payment to the purchaser at the time of the exercise of the option --" well Mr. Smeltzer probably there was some payment for the original option then, was there?



3-P-9

Frank Smeltzer - Clement Ex.

A There could have been, I cannot remember that offhand.  
I would have to look my books up.

Q "Payment to the purchaser at the time of the exercise of the option of the following sums of money in addition to the sums presently set forth in the said option namely the sum of \$50.00 per acre on the north half of 27 and on the north-east of 28, which monies shall be paid at the time of exercising of the said option. The said monies are consideration for the granting of this extension only and shall be considered in no way as part of the purchase price of the said lands."

AGREEMENT, JUNE 17, 1954,  
SMELTZER AND CAMPBELL,  
MARKED EXHIBIT 191.





3-B-1

F. Smeltzer - Clement Ex.

Q (Continuing) And what happened under this document, if anything, Mr. Smeltzer?

A Well, that was the 31st of August '54, that would be.

Q Yes, September 1st, 1954 actually.

A September 1st '54, well, to the best of my recollection Mr. Campbell was negotiating with different people as to plans which would be suitable for the development of the Land Department.

Q Yes. Well then, I will come to that aspect of it. Exhibit 190, among the recitals, has this to say:

"And whereas the purchaser has entered into an agreement with the Municipal District of Strathcona with regard to the erection of a town on the above mentioned and other lands; and whereas it is necessary for the purchaser to have further time to arrange for the financing of the said project ..."

Have you any information or knowledge respecting the agreement with the Municipal District of Strathcona that is spoken of in this recital?

A None whatever, sir.

Q None whatever, no more than -

A No more than you.

Q Other than that this was entered into, whatever it was?

A Yes.

Q Again in Exhibit - didn't I get this marked? I have apparently proceeded too quickly, Mr. Commissioner. The agreement of June 17th, 1954 extending the option with



3-B-2

F. Smeltzer - Clement Ex.

Q (cont.) variations to September 1st, 1954, I tender in evidence.

THE COMMISSIONER: That was marked Exhibit 191.

Q MR. CLEMENT: It is my fault then in not handing it to the Clerk. In Exhibit 191 the same recital occurs that I have read to you in connection with the Exhibit 190; by the time of this instrument, June 17th, 1954, did you have any information about the agreement with the Municipal District of Strathcona?

A None whatever.

Q Or the financing contemplated?

A No, I had no interest in that, all I was interested in was selling the property.

Q I see, but you knew that Mr. Campbell, of course, was, his interest was in the development of a townsite?

A That is correct.

Q Yes. Now, the next document you have produced is one dated April 16th 1955, again between Agnes S. Smeltzer, but this time Cam - Del, C-a-m - D-e-l, Co. Ltd.; would you tell Mr. Commissioner what transpired between September 1st '54 and April 16th 1955?

A The developers paid me, or paid us I should say, the option prices as they fell due.

Q Well, would you look at this agreement of April 16th 1955.

A Yes.

Q This seems to me to be a new option?

A In what respect, sir? The name of the company?



3-B-3

F. Smeltzer - Clement Ex.

Q Would you excuse me just one moment?

A Yes, certainly.

Q No, Mr. Smeltzer, this document, Exhibit 191, is an extension of the original option to September 1st 1954?

A That's right.

Q The document that you have in your hand seems to be a different option altogether; could you tell me whether that is right or not?

A Well, I believe I said before, sir, there were some changes made.

Q Yes?

A This could be the time that they were made.

Q Well, what I want to know is whether Mr. Campbell purchased any of your three quarters after the date of Exhibit 191, which was June 17th 1944 -

THE COMMISSIONER: '54.

MR. MAYNARD: '54.

THE COMMISSIONER: You said '44.

Q MR. CLEMENT: Excuse me. The date of the document you have in your hand, April 16th 1955, had you in fact disposed of any of your three quarters up until April 16th 1955?

A No.

Q No. Then leading to this document of April 1955 there were some discussions, were there?

A That's right.

Q And of what general nature?





3-B-4

F. Smeltzer - Clement Ex.

A Well, with reference to the development of the property and there were other changes made as the program proceeded.

Q Well then, were the discussions you had with Mr. Campbell reflected in this document of April 16th, 1955?

A Partly.

Q Well, may I have this marked, sir?

THE COMMISSIONER: Exhibit 192.

SMELTZER AGREEMENT OF APRIL 16th  
1955, MARKED EXHIBIT 192.

Q MR. CLEMENT: And by this time, Mr. Smeltzer, you are dealing with Cam - Del Co. Ltd.; did that mean anything in particular to you?

A I understood at that time that Mr. Campbell had formed that company to proceed with the development of the properties.

Q Yes, so that you are dealing with that company then in place of him, although he was the company as far as you are concerned?

A To my knowledge he was the company.

Q Yes. Now, the terms of this agreement, do you recall them? I want to ask you what there was of an understanding between you and Mr. Campbell that goes outside this agreement, Exhibit 192; was there anything of particular importance?

A No, this was the agreement we had signed, this was the agreement we held.

Q You said that this agreement reflected partly your discussions?

A The agreement reflected part of the changes that were in



3-B-5

F. Smeltzer - Clement Ex.

A (Cont.) the agreements to follow. You see, it is a little difficult to explain from your line of questioning, sir.

Q Well, you just -

A If I may -

Q You just carry on then, I am sorry I have been hampering you.

A That is quite all right. When Mr. Campbell first came to see us he was interested in acquiring land to develop a townsite, and as you have the paper marked there, 190 I believe it is, the first option paper -

Q That is the first extension?

A The first extension was 191, is it not?

Q Well, you weren't able to produce the original option?

A No, that's right, I am not, but it states in there that, April, what is it, April 1st 1953, April '54, an extension of one year from '53.

Q That's right.

A Yes. Well, then in '54 Mr. Campbell had run into a little difficulty in financing, as it is stated, and there was no development done, and when they came to develop they started on Mr. Hooke's quarter and they didn't want any of our property at that time, but as the program proceeded from there they wished to buy certain areas of land. The original contract or option read that they had to buy twenty acres in a rectangular parcel at a time. Rather than to hinder -

Q That is half a legal subdivision?

A I am unaware of that term, but this is what the term stated, it had to be twenty acres in a rectangular area. At that





3-B-6

F. Smeltzer - Clement Ex.

A (Cont.) time the financing was not too brisk and being a new development the developers came to us and asked us if we would sell less than the twenty acres originally, and after much discussion we agreed to, but we were reluctant at that time to do it, but rather than -

Q That is, they wanted you to sell little bits of less than twenty acres?

A That's right.

Q As they felt they wanted it?

A That's right.

Q And who are the developers that you speak of?

A Mr. Trowbridge I believe at that time.

Q Yes, all right, that is Mr. Trowbridge is in the act by now.

A Very good.

Q Yes?

A We agreed to, and we did that from time to time as they acquired certain areas that they wished to develop, until all of the land was finally absorbed.

Q Now, just to make sure that you are not telescoping some time sequences, Mr. Smeltzer, this agreement is dated April 16th 1955 and is with Cam - Del Co. Ltd., which is Campbell's company?

A Right.

Q But now you are speaking of Mr. Trowbridge and he also had a company, I would just like -

A That was later.

Q This was later again?



3-B-7

F. Smeltzer - Clement Ex.

A Yes.

Q Your dealings with Trowbridge were subsequent to this?

A Yes.

Q Now, did you come to deal with Mr. Trowbridge because he was given the benefit of this option?

A To my knowledge Mr. Campbell and Mr. Trowbridge had an agreement.

Q I see. Was there any further written agreement between you and Trowbridge?

A No, I don't think so, just, there wasn't a written agreement with Mr. Trowbridge at that time or subsequently because it was still in the name of Cam - Del that we were dealing with.

Q Well then, it is under this agreement, Exhibit 192, that -

A We reserved certain areas.

Q You reserved certain areas, and it appears that any purchase under this agreement would be for not less than twenty acres?

A That is correct.

Q So that it was a modification of this that you negotiated with Mr. Trowbridge, was it?

A Yes.

Q Was land purchased from you under this agreement, number 192?

A Yes.

Q All of it?

A No.



3-B-8

F. Smeltzer - Clement Ex.

Q Would you just tell us how much was purchased and how much you still own then?

A I think the original purchase was about seven acres.

Q Seven?

A Yes.

Q Do you recall what part of your holding?

A It was, I believe it would be in Legal Subdivision 3 of Section, of the Quarter Section 27. If my knowledge is correct, I believe the quarter section is divided into sixteen parcels.

Q Oh, I think you are wrong, I think a section is divided into sixteen parcels.

A A section?

Q Yes?

A Well then, it would be in 4.

Q That was the first purchase and it was made by Trowbridge or his company, was it, so far as you recall?

A So far as I recall, yes.

Q And then were there succeeding purchases?

A Yes.

Q And how much in all of your land was purchased?

A To date, you mean?

Q Yes?

A All of it except the reservations.

Q And those reservations appear in this agreement, 192?

A Well, there were some modifications to those too, because as the town progressed the surveying didn't jibe with what





3-B-9

F. Smeltzer - Clement Ex.

A (cont.) properties we wished to hold and we made some changes there to accommodate them.

Q Oh, yes. Well, for example the six acres on which your buildings are situate, you continue to hold that, I suppose?

A No.

Q No?

A We, the six, there is two parcels of six acres there originally.

Q The first one mentioned is the one on which your then home was situate, and buildings?

A Yes.

Q Yes?

A To date we have, I believe it is three point three three acres there.

Q Yes, but in any event at the time you started to sell under this agreement your sales were to Mr. Trowbridge or his company so far as you can recall?

A As far as I can recall, yes; I can look it up for you, sir, if necessary, but to my knowledge that is who it was with.

Q It follows in the converse that so far as your recollection goes Mr. Campbell hadn't bought any of your land before Mr. Trowbridge intervened in the matter?

A He just took an option, he didn't purchase any.

Q Yes, and throughout this period of time you had had, as I understood your evidence, no approach from Mr. Hooke?

A No, none at all.

Q Thank you.



3-B-10

F. Smeltzer - Gill Ex.

THE COMMISSIONER: Mr. Gill?

MR. GILL EXAMINES THE WITNESS:

Q Thank you, Mr. Commissioner. Mr. Smeltzer, your land was not tied up then until March of 1953 when you first gave the option to Mr. Campbell?

A That's right.

Q It was clear until then?

A Yes.

Q And this recital would be correct that the, in Exhibit 190, what we will call the first extension, the party of the first part, being your wife, Agnes Smeltzer, dated the 31st of March, gave to the purchaser, Mr. Campbell, an option up to April 10th 1954?

A That's right.

Q Now, I am not quite clear; how much was paid for that first initial option, what did you get cash in the pocket for that?

A I can't recall, sir, I would have to look my papers up.

Q Would you, I wonder, make arrangements with the Commission counsel, Mr. Clement, to bring those papers so that we might examine them?

MR. MAYNARD: He has lost the first option, he said he cannot find the first option.

Q MR. GILL: He said, Mr. Maynard, that the amount he got paid, if anything, for the first option, he would have to look in his papers to find, is that your evidence?

A That is my evidence.

MR. CLEMENT: I wonder if we could leave it this way,





3-B-11

F. Smeltzer - Gill Ex.

MR. CLEMENT: (Cont.) Mr. Gill, if it is convenient, Mr. Smeltzer, could you come back tomorrow morning at nine o'clock and we can look at whatever you have then?

A If you wish.

Q MR. GILL: I am just trying to find out, Mr. Smeltzer, if there was in fact a cash payment to you for the option?

A I cannot recall and I won't commit myself on that point at the present time.

Q There might easily not have been?

A There might not have been and there might have been, I can't recall it because it was sixteen years ago or fifteen years ago.

Q Because you gave the extension from the 10th of April 1954 to the 1st of June 1954 for a dollar?

A I did that, yes, I cannot say as to the first one though.

Q And the price within the first option was \$60.00 an acre, was it?

A No, it was two hundred and fifty an acre.

Q For the first sixty acres?

A No, for all of it.

Q For all of it?

A Yes.

Q A straight price of \$250.00 an acre?

A That's right.

Q I see, I am sorry, I somehow had the figure 60 in my mind, I am sorry.



3-B-12

F. Smeltzer - Gill Ex.

A If I can enlighten you on that part, at a later date when it was changed, the land price was changed, it was changed to \$500.00 on the first sixty acres, I think you will find that in the agreements there.

Q That is in the agreement you made with Cam - Del?

A Yes.

Q Or at least your wife made?

A Yes.

Q And you signed all these with your Dower Act and -

A I did.

Q - you did the business, did you?

A I did.

Q So, might I see Exhibit 159, please, Mr. Short? Did you know of an application by Mr. Campbell to the M. D. of Strathcona to make a townsite out of Section 27?

A Originally just a rumor.

Q I see, you didn't know anything firm until March of '53 when you first signed the option?

A That's right.

Q I see. I am going to read to you a document in these proceedings dated November 9th 1951, numbered 159, and bearing the signature "John H. Campbell", and addressed to the Council of the M.D. of Strathcona, and it concerns an application for a townsite, and the location it says, and I am reading from the document:

"The proposed site comprises the whole of Section 27, Township 52, 23, 4, except the Southwesterly forty



3-B-13

F. Smeltzer - Gill Ex.

Q (cont.) acres of the Southwest quarter. This land lies on the north side of the 'Y' road, one mile east of Salisbury Corner and five miles east of the easterly limits of the City of Edmonton. Negotiations for purchase of the land are in progress, and subject to your approval of the project, can be completed in the near future."

Now, that is what the paragraph says, and it is dated November 9th 1951. Now, had you entered into any negotiations with Mr. Campbell, either you or your wife, in November of 1951?

A No.

Q Not until March of 1953?

A There were discussions before that but nothing firm.

Q Nothing in writing until March of 1953?

A As far as my recollection goes.

Q As a result of that first option in March of 1953 was a Caveat put on Mrs. Smeltzer's land?

A I believe it was.

Q I see, by whom?

A I imagine by Mr. Campbell.

Q You are not sure?

A I am not sure, no.

Q You don't have that document in your papers?

A No.

MR. CLEMENT:

What document?





3-B-14

F. Smeltzer - Gill Ex.

- Q MR. GILL: A notice of caveat normally would follow. Did you in November or on, I am sorry, I will reword the question, Mr. Commissioner. Did you, Mr. Smeltzer, in November of 1951 or at any time in 1952 see people walking over your land or doing surveys of it?
- A Not that I can recall.
- Q You were actively farming it in those years?
- A Yes, yes, I was.
- Q Mixed farming?
- A No, straight grain farming.
- Q Straight grain farming. Have you ever been a counselor of the Municipal District of Strathcona?
- A No sir.
- Q Pardon?
- A No sir.
- Q Did you ever know Mr. Hooke?
- A Yes.
- Q How did you come to know Mr. Hooke?
- A He purchased the quarter adjacent to where we lived.
- Q When do you think he did that?
- A Well, I believe it was in 1951.
- Q And did you neighbour with him back and forth, visit?
- A Some, not extensively, some.
- Q Did he ever discuss with you making his quarter section into a townsite?
- A Only after he was approached by Mr. Campbell.
- Q I see, you didn't discuss that with Mr. Hooke before March of



3-B-15

F. Smeltzer - Gill Ex.

Q (Cont.) 1953, the first option date?

A Oh, yes, we discussed it together.

Q I see, and you were hoping that it would be made into a townsite?

A No, not particularly, no.

Q And in the second extension agreement, Exhibit 191, you got no, pardon me, Mrs. Smeltzer got no actual consideration for signing the extension, merely the price of the land in effect went up?

A That's right.

Q Went up by \$50.00 an acre on the north half of 27 and on the northeast quarter of 28?

A That's right.

Q So that the effective price would then go to \$300.00 an acre?

A That's right.

Q And that was to expire on the 1st of September 1954?

A Yes.

Q Do you know anything of the excitement in the Municipal District of Strathcona concerning the delay of the Edmonton District Planning Commission to do something about this townsite?

A Not to my knowledge, no.

Q I see, the month of August did not get somewhat complicated in 1954?

A Not for me.

Q I see, you were just waiting?

A Just waiting.





3-B-16

F. Smeltzer - Gill Ex.

Q And hoping?

A Those are your words, sir.

Q I see. Can I have Exhibit 192, please?

MR. WRIGHT: I have it here.

Q MR. GILL: I see, thank you. Well then, did the option actually expire on the 1st of September 1954 in your view?

A No, it was renewed.

Q I see, have you got a document renewing it?

A I haven't got it with me, sir, no.

Q Can you bring that tomorrow, please?

A I will do my best, yes, I can possibly get a copy of that.

Q What did you or Mrs. Smeltzer get for renewing it from September 1st 1954?

A Just the original option monies that were to be paid.

Q Namely \$300.00 an acre?

A No, namely \$2,000.00.

Q I see, you actually got a payment then of \$2,000.00?

A Yes, that was in '54, not '53.

Q September 1st '54?

A Yes.

Q Are you sure that was not the money that was paid for Exhibit 191, the extension from June, from the 9th of April?

A From the 9th of April to the 1st of June, the extension money was one dollar, it is right in there, sir.

Q And then from June to September how much did you get paid?



3-B-17

F. Smeltzer - Gill Ex.

A I cannot recall.

Q Was it the \$2,000.00 then?

A It could have been but I cannot recall.



3-M-1

F. Smeltzer - Gill Ex.

Q Did you ever consent to an assignment of any of these documents, or did Mrs. Smeltzer?

A No.

Q At any time was the land vacant of options between the end of August, 1954, and the 16th of April, 1955?

A No.

Q The document evidencing that option you haven't got with you?

A No.

Q We should call it the third extension, then, should we?

A Well, there were numerous extensions and it could have been the third one, yes --- it depends how you wish to number them.

Q Were there more than three?

A Oh, yes.

Q You haven't got them here?

A No.

Q You have them at home?

A I believe so.

Q With whom were they made?

A Well, some of them were made with Mr. Trowbridge, when he was operating there.

Q You said to my learned friend that you would to look your books up concerning who bought what; is that correct?

A Yes.

Q And can you have that information for us tomorrow, please?

A I will do my best.





3-M-2

F. Smeltzer - Gill Ex.

Q Thank you.

THE COMMISSIONER:

Mr. Bowen?

MR. CLEMENT:

Mr. Commissioner, I did overlook

asking Mr. Smeltzer about Exhibit 83 -- and I think it relates to this period of shuffling around which he --- which I didn't pursue in detail, but since this is an exhibit I think I should ask him about it --- Exhibit 83, and I am interjecting at this time so that we won't have to go through the cross-examination entirely -- Exhibit 83, Mr. Smeltzer, is a transfer from Mr. Hooke to Mrs. Smeltzer of portions of Lots 14 and 15 in Block 18, and Lots 22, 23, and 24, in Block 16, and Lots 9 and 10 --- 10, in Block 25, in the original Kaplain quarter as subdivided, and the transfer from Mr. Hooke to Mrs. Smeltzer was for a stated value of \$100.00. Now, could you tell us the circumstances under which that transaction occurred?

A It was -- . Is my wife's name on this?

Q Well, she is the transferee.

A It's not signed by her.

Q No, these are normally signed by the transferor and then registered.

A In other words, this land could have been transferred to my wife without her knowledge?

Q That is rather hypothetical -- .

A It could be done?

Q Not without the knowledge, at least, of Mr. Bryan. There is a form of consent by spouse, Helena A. Hooke.



3-M-3

F. Smeltzer - Clement Ex.

MR. WRIGHT: The affidavit of transferee?

Q MR. CLEMENT: Well, that is the affidavit Mr. Bryan takes.

A The reason I am asking you, sir, I have no knowledge of this transaction whatever.

Q I see. Did you --- have you made use of this land?

A I don't even own it -- and neither does my wife.

Q What land do you own in the Sherwood Park subdivision?

A Twelve acres.

Q It is still an acreage?

A It is still an acreage.

Q The residue of your original holdings?

A That is correct --- the reserved areas as I described to you, with modifications which --- 6 acres each, but they are surveyed -- on the survey of it they wished to acquire a little more land on the Southwest of 27, so we accommodated them to the point that we have, I believe it's 3.31 acres, or something like that, and the balance of the 12 acres is across the road with --- in addition to the 6 acres, which makes 12 acres altogether, if you understand.

Q And there is --- those two pieces of acreage are not described in registered plans of survey?

A Yes, at a later date.

Q At a later date?

A Yes.

Q When? Do you recall? Are they shown as acre lots in the plans of survey?





3-M-4

F. Smeltzer - Clement Ex.

- Bowen Ex.

A No, in the plan of survey that I have, to my knowledge, the portion where we reside is referred to as Parcel "D", of Sherwood Park.

Q And there is no land that you know of owned by yourself or your wife which is in what used to be the Kaplain quarter?

A Not to my knowledge, no.

Q The Southwest of 27?

A No.

Q Sorry to have thrown a little mystery into this, sir -- .

THE COMMISSIONER: Mr. Gill, any questions arising out of this?

MR. GILL: I haven't, sir.

THE COMMISSIONER: Mr. Bowen?

MR. BOWEN EXAMINES WITNESS:

Q I understood you to say, Mr. Smeltzer, that you were born in this area.

A I was born where Sherwood Park is now.

Q And I gather that you have farmed there all your life?

A I have.

Q And I gather you are a successful farmer; is that correct?

A It's debatable.

Q Now, I understand in the municipal district that there are councillors elected from various areas of the M.D.; is this correct?

A Correct.

Q And you have one for your area?

A Yes.



3-M-5

F. Smeltzer - Bowen Ex.

Q Do you know him personally?

A It's a lady.

Q Well, her personally?

A I know her, yes.

Q Did you know your councillor in 1951 or '50?

A Yes.

Q You are an old-time family in the area --- I gather; yes?

A Yes.

Q Did you go to the municipal office at any time, or did you consult your councillor with respect to the subdivision of Sherwood Park?

A No sir.

Q Were you not interested?

A My interest lay in the selling of the property.

Q Correct, but -- .

A If and when it came to that point; otherwise I was still farming it.

Q Let's pursue that a little further. You knew, did you not, that if the land were to be subdivided, that the value you would obtain would be greater than if you sold it for farming purposes?

A Naturally.

Q You were aware of that?

A I was.

Q So naturally you were anxious that the land be subdivided?

A No, not anxious.

Q You never approached the municipal district for information



3-M-6

F. Smeltzer - Bowen Ex.

Q (Cont.) on this at any time?

A No sir.

Q When Mr. Campbell first came to see you in 1950 or '51, did you know him prior to that time?

A No sir.

Q Were you aware of what his occupation was at that time?

A No sir.

Q Did he tell you that he was a promoter?

A He told me a was a developer, yes.

Q And at that time he indicated he was interested in purchasing your land?

A He was looking for an area suitable for a townsite.

Q Then, in the fall of 1952, in November or December, you discussed in some detail the sale of your land to Mr. Campbell?

A Correct.

Q Now, were you not concerned to find out about Mr. Campbell's background, about his financial worth and his associates, and so forth?

A It hadn't come to that point yet; we were only talking about -- there was nothing definite, nothing signed.

Q All right, let's go on to March of 1953, or shortly thereafter when the option was signed. Now, you signed an option with Mr. Campbell?

A That's right.

Q Were you not concerned at that time as to who his associates were, or what his worth was?





3-M-7

F. Smeltzer - Bowen Ex.

A I had already had two years' acquaintance with him, sir.

Q So you took him at face value, did you?

A Not necessarily, no.

Q Did you discuss with him who was in this action with him?

A No.

Q Not at all?

A No.

Q Did he ever volunteer any information? Any information to you as to who his associates were?

A At that time, prior to '53, he had no associates to my knowledge.

Q Well now, why do you say he had none? Did you have knowledge of whether he did or didn't?

A No, I had no knowledge, but he was still running under a private name.

Q That is, his own name?

A Definitely.

Q Well, did you think it was Mr. Campbell that was going to do the subdividing and buy your land, he alone?

A No.

Q You knew that there were other people that had part of the action; is that correct?

A They didn't have at that time.

Q I don't follow you --- you didn't know at that time or you didn't -- ?

A They hadn't come into the picture yet.

Q The other people?



3-M-8

F. Smeltzer - Bowen Ex.

A That's right.

Q Who are you referring to now, when you say "they" hadn't come into the picture?

A Mr. Trowbridge.

Q Prior to that time, though, it is your information, or your evidence today that you had no knowledge of Mr. Campbell's associates?

A I wasn't aware he had any.

Q Did you care? Were you concerned?

A No.

Q Did he indicate how he was going to pay this quite large price for three quarter-sections of land?

A Oh, yes.

Q How was he going to pay?

A He was merely a developer; he was going to interest other parties to do the work.

Q Did he ever indicate to you that he had a --- shall we say --- an inside track in getting this land subdivided?

A I don't believe -- .

Q How did you think he was going to go about subdividing?

A That wasn't my worry. If he was willing to pay the price and I was willing to get the money for it, that's all that I was interested in.

Q Did he ever indicate that he had influence in the Provincial Government through the person of Mr. Hooke?

A Not to me.

Q Mr. Hooke in 1952, was living south of you, was he not?





3-M-9

F. Smeltzer - Bowen Ex.

A Yes.

Q How far away was his house from yours?

A About three-quarters of a mile.

Q And I imagine you came to see him when he moved in, did you?

A Shortly after we met.

Q And you knew he was a Minister of the Provincial Government?

A Oh, yes, prior to that.

Q And you knew that any proposal by Mr. Campbell would encompass the land owned at that time by Mr. Hooke?

A Mr. Hooke didn't want to release all of it.

Q It would encompass a portion of it?

A A portion of it.

Q When was the first time you saw Mr. Hooke in his home, or in your home?

A I believe it would be the winter of '51 or '52.

Q And was this subdivision discussed between you and him at that time?

A No.

Q Not at all?

A No.

Q When Mr. Campbell first approached you in 1950, I think you said late 1950, or early 1951 -- it would be one or the other, wouldn't it?

A Yes.

Q And Mr. Kaplan at that time owned the Southwest of 27?



3-M-10

F. Smeltzer - Bowen Ex.  
- Crawford Ex.

A I believe he did, sir.

Q Was there any indication at that time by Mr. Campbell that Mr. Hooke was interested in this project in any way?

A Not to me, no.

Q I have no more questions, thank you.

THE COMMISSIONER: Mr. Crawford?

MR. CRAWFORD EXAMINES WITNESS:

Q Mr. Smeltzer, has Mr. George Bryan ever been your lawyer?

A Yes.

Q And was he in 1957?

A No.

Q Did you and Mrs. Smeltzer use the same lawyer?

A Yes.

Q How much of your three quarters did you finally dispose of to Mr. Campbell, or Mr. Trowbridge?

A I would have to look my records up for that; I can't tell you offhand.

Q All told in the beginning you had three quarters?

A Yes.

Q Did you sell most of the three quarters off?

A As I have told the Court, all but 12 acres were sold.

Q You have sold all but 12 acres?

A I have.

Q And was most of what you sold, sold to Mr. Campbell and Mr. Trowbridge?

A No.

Q In that I include Cam-Del Co. Ltd. -- who else did you sell



3-M-11

F. Smeltzer - Crawford Ex.

Q (Cont.) to, then?

A The successor parties that took over from Mr. Trowbridge.

Q Sherwood Properties?

A Sherwood Properties, and, they run under another now, as well.

MR. CLEMENT: For the assistance of you, Mr. Commissioner, A. L. Trowbridge Company experienced a series of changes of names -- Sherwood Properties Ltd. is a subsequent name of A. L. Trowbridge & Associates Ltd.

THE COMMISSIONER: Thank you.

A I believe that's right, sir.

Q MR. CRAWFORD: How much money did you and Mrs. Simpson -- I'm sorry -- "Simpson" is the middle name of your wife -- Agnes Simpson Smeltzer -- how much did the both of you receive for all of the most of the three quarters that was sold to the parties you have mentioned?

MR. CLEMENT: May I have this question?

MR. CRAWFORD: I am just asking for how much money was received from all of these various properties, and the acreages that were sold to -- .

MR. CLEMENT: Mr. Commissioner, these witnesses are being called by the Commission, and I feel impelled to an obligation to remark on questions which seem to me might go beyond the purposes of the inquiry. It does strike me that we are now seeking to enquire into Mr. Smeltzer's private affairs, and what he has done and made, and that is not the purpose of this inquiry, and I think I owe some





3-M-12

F. Smeltzer - Crawford Ex.

MR. CLEMENT: (Cont.) duty to this inquiry to protect -- to direct attention to what seems to me to be examination that is getting beyond the purposes of this inquiry.

THE COMMISSIONER: It seems to me that for the purposes of information, Mr. Smeltzer has already indicated that he sold some land for \$250.00 an acre, and then the balance at \$300.00 an acre, after a certain length of time. It seems to me to be a matter of simple arithmetic for counsel to compute roughly -- I don't think that Mr. Smeltzer should be enquired of right down to the last dollar what he got -- but it seems to me that sufficient evidence has been given so far to indicate very approximately what he got for his property, and surely we don't have to get him to produce a bank account to indicate to every cent exactly what he obtained on it. I don't -- I can't see what purpose it would serve. He has indicated the price per acre.

MR. CRAWFORD: Yes, Mr. Commissioner, unless Mr. Smeltzer wants to volunteer it -- I haven't asked for the final figure, either --- I was recalling -- trying to recall from the witness what your Lordship has just recalled, and that is that some \$250.00 to \$300.00 an acre was the price at which all but twelve acres of your three quarters was ultimately sold at, Mr. Smeltzer.

A Yes.

Q And that would be somewhere between forty and forty-eight thousand dollars per quarter?



3-M-13

F. Smeltzer - Crawford Ex.

A Approximately.

Q Did you ever have any discussion with your neighbor Mr. Kutts about the time he sold his property to Mr. Hooke in 1953?

A No.

Q Never?

A No.

Q Not even since the time in question?

A Not to my knowledge, no.

Q Did you ever meet Mr. Kutts?

A We went to school together.

Q On the assumption that it wasn't as large as the schools in Edmonton these days, then you probably did meet him?

A I think I met him, yes.

Q Did you know that Mr. Kutts was negotiating with Mr. Hooke for the sale of his farm to Mr. Hooke?

A No.





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Frank Smeltzer - Crawford Ex.  
- Wright Ex.

MR. CRAWFORD: I think those are all my questions,  
thank you Mr. Smeltzer.

THE COMMISSIONER: Mr. Wright?

MR. WRIGHT EXAMINES THE WITNESS:

Q Yes Mr. Smeltzer, in answer to my learned friend Mr. Clement, you said that in the late fall of 1952, either November or December, up to that point, Mr. Hooke had never spoken to you and you answered, he didn't speak to me as if you knew he had spoken to someone else in connection with this. Would you just tell us about that please?

A Would you repeat that please?

Q You told us that up to the late fall of 1952 Mr. Hooke hadn't spoken to you, obviously with reference to this development, who had he spoken to?

A I wouldn't know.

MR. MAYNARD: Mr. Commissioner, I think the expression that was used was that Mr. Hooke had not approached Mr. Smeltzer. I wrote down the word approached in my notes.

A For the Court's information, Mr. Hooke never approached me.

Q MR. WRIGHT: I am not talking about that Mr. Smeltzer, you did say that he didn't speak to me with the emphasis on the me, as if you knew he had spoken to someone else about this matter but in fact you don't know that either?

A I don't know that either, no.

Q But in your discussions with Mr. Hooke, subsequently to that,



4-P-2

Frank Smeltzer - Wright Ex.

Q (cont.) you had from time to time touched on the matter of the sale of your premises piece by piece and so on have you not?

A No, I didn't discuss my business with him in that respect.

Q How often have you met him altogether, then?

A Quite a number of times.

Q Yes, and these occasions would have been what, social?

A Mostly social.

Q In your house; his house?

A Part-time, partly, a few times.

Q And the rest of the times?

A Community affairs.

Q Yes, I see, ever in his office downtown?

A Once or twice.

Q And what was discussed at that time?

A Well, I think he owed me a little money one time and I went to collect it.

Q I see. Well, that counts as business I would think, doesn't it?

A Well, yes.

Q Now, when you say he owed you money, what was that with reference to?

A I sold him some feed for his cattle when he was in the dairy business.

Q Yes, it wasn't anything to do with the sale or purchase of your land?

A No.



4-P-3

Frank Smeltzer - Wright Ex.

Q Now, did you have the same lawyers throughout these transactions?

A Yes.

Q Who were they?

A Bryan Foote and Crossley.

Q Now, you say that you first met Mr. Campbell late '50 or early '51. Does that mean then that three years went by before that first option?

A Approximately.

Q Yes. What pinpoints that time?

A How do you mean?

Q What pinpoints, if anything does pinpoint, that time in your mind?

A Well, I have my papers.

Q And does one of your papers make reference to the fact that you were approached in '50 or '51?

A No, my memory serves me there.

Q Yes, well, that is what I am getting at. Was it not about the time that Mr. Kaplain went away that you were first approached by Mr. Campbell?

A It could have been.

Q Yes?

A It could have been.

Q And nothing, there was no definite arrangement regarding an option, still less a sale, until 1953?

A Not to my recollection, no.





4-P-4

Frank Smeltzer - Wright Ex.

Q Yes, and at that time you entered into an option agreement that was to run for one year, was it?

A That's right.

Q And what did Mr. Campbell say would be going on during this year?

A Well, he was in the process of development.

Q Yes, he thought, I suppose, that within a year he could bring the development to a stage such that he could then exercise the option?

A I believe that was his intentions, yes.

Q Did you ever meet Mr. Hooke in Mr. Campbell's presence?

A Yes.

Q When and where was that?

A Oh, that would be I believe about February or March of '53.

Q Yes, this would be shortly before the option was given?

A Yes.

Q And at that time --

A About the same time I might say.

Q About the same time, yes, and the discussion at any rate with Mr. Campbell was about the possibility of this operation, was it?

A Yes, we met, the three of us and we discussed the project as it was at that date.

Q Yes, so you did have discussion then with Mr. Hooke?

A Then, yes; not prior.

Q Yes, thank you. And, from time to time you had discussions with



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Frank Smeltzer - Wright Ex.

Q (cont.) Mr. Hooke did you not about the fact that the option was -- that a particular option was running out or that it was due for renewal or, something like this?

A Not with Mr. Hooke.

Q Not with Mr. Hooke?

A No.

Q From then on, the discussions were entirely with Mr. Campbell, were they?

A Yes.

Q At any rate, at the beginning of '53 Mr. Hooke knew that this option was to be agreed or was agreed for a year?

A Yes, he knew.

Q Because you were right there?

A Yes.

Q Did Mr. Campbell make Mr. Hooke's place his base of operations for doing his business in Campbelltown?

A No.

Q Where was his base of operations, if you knew?

A Northern Hardware Building.

Q Where? In town here?

A In the City of Edmonton.

Q Oh yes. By base of operation, I didn't mean his office, I just meant where he stayed or dropped in, you know, for maybe coffee or something like this, whenever he was out there?

A Both places I presume, we were friendly.





4-P-6

Frank Smeltzer - Wright Ex.

Q Yes, I am not asking for your presumption, did he say well, I am going over to Mr. Hooke's now or did you see him go or, this sort of thing?

A Not to my recollection, no.

Q Yes, thank you. And did Mr. Hooke tell you that he had been approached by Mr. Campbell?

A Yes.

Q The impression you were given was that Mr. Campbell had come along as a stranger, so to speak, the same as he would come along to you?

A I can't answer for that, whether he knew Mr. Hooke before or not but he came to see me first, I know that and then I believe he went to see Mr. Hooke.

Q And why do you know that he came to see you first? How is it that you know this?

A He told me.

Q Mr. Campbell told you this?

A Mr. Campbell told me that I had the largest area that they wished, therefore he came to see me first.

Q Yes but as to that time it could possibly have been about the time Mr. Kaplain left?

A Could have been, yes.

Q So that as far as you know, you never have owned nor has your wife ever owned any land in the southwest quarter of 27?

A Not to my knowledge, no.

Q Now --

A Pardon me, the only land that we might have started to



4-P-7

Frank Smeltzer - Wright Ex.

A (cont.) purchase was a house, two houses as a matter of fact, but, they weren't from Mr. Hooke.

Q Yes?

A They were from the developer.

Q Yes, and was this -- could I see Exhibit 83 please? Was this part of a swap transaction at some point?

A No, no.

Q It was a straight purchase from the developer?

A Straight purchase, yes.

Q And you made your deal for this house with the Trowbridge Company, did you?

A Yes.

MR. CLEMENT: Exhibit 83 is this document.

Q MR. WRIGHT: And would that be an area of land about half an acre in extent?

A No, it was two lots where the houses were situated.

Q Yes, well, maybe that is it then. All those portions of lots 14 and 15 in Block 18 and lots 9 and 10 in Block 25?

A I can't tell you offhand. I know we started to purchase two houses there. How much land was with them I can't tell at the present time.

Q I see, would that have been about the 18th of November, 1957?

A Yes, but that wasn't from Mr. Hooke unless Mr. Trowbridge just transferred it from Mr. Hooke to us without going through him.

Q So that if it was Mr. Hooke that owned the land, no one ever



4-P-8

Frank Smeltzer - Wright Ex.

Q (cont.) told you about that at that time?

A I knew Mr. Hooke owned the land where the house was situated, yes, at one time but I presume he had sold it to the developers.

Q I see. You dealt with Mr. Trowbridge about the matter anyway?

A Yes.

Q Thank you.

THE COMMISSIONER: Well then, I think this is probably a good point for us to adjourn. Do you want to give any instructions to Mr. Smeltzer for anything he is to bring here tomorrow?

MR. CLEMENT: Well, he has already said he will bring what further documents he can find as to Exhibit 83, I will have a historical search made of the title and bring it before the Commission in the morning I expect. I think that is about all I have to say. You will be back at nine o'clock Mr. Smeltzer?

A Yes.

THE COMMISSIONER: And you bring up any of those documents that you can find that have been referred to?

A If they are pertinent to this inquiry, yes.

THE COMMISSIONER: Yes. Thank you. We will adjourn then until nine o'clock tomorrow morning.

(And the Hearing stood adjourned  
at 1:06 P.M.)











